



AUCTIONS

NORTH WEST CATALOGUE



MANCHESTER AUCTION

**Wednesday
5th June 2019
at 2.30pm**

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

0161 774 7333

www.sdlauctions.co.uk

AUCTION VENUE

MANCHESTER

**Wednesday
5th June 2019**

**AJ Bell Stadium,
1 Stadium Way, Salford,
Manchester M30 7EY**

Registration desk opens
at 1.30pm

Auction commences
at 2.30pm

26 lots

Pages 11 - 31



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SDL AUCTIONS

www.sdlauctions.co.uk

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www.sdlauctions.co.uk

MESSAGE FROM THE AUCTIONEER

Rory Daly

Auctioneer at SDL Auctions



Welcome to our Manchester June auction catalogue

It's time for our third Manchester auction of the year at the AJ Bell Stadium and once again we bring to you a catalogue featuring lots from across the north west region including Cheshire, Lancashire, North Wales, Greater Manchester, Merseyside and Cumbria.

In our catalogue this time we have a total of 33 lots filling the pages comprising 26 lots being offered in the auction room on Wednesday 5th June, along with a further 7 lots being offered under the virtual hammer in our online auctions.

Not only have we got a great selection of residential investment opportunities, both with tenants in place and those which require refurbishment, we also have several commercial property lots, development land and even a couple of former places of worship!

Our first lot being offered for sale is a two bedroomed semi-detached property at **48 Meadowbank in Holywell (LOT 1)**. Situated in a popular residential location, this house has a *guide price of £36,500+ (plus fees).

Over in Chester is a great investment opportunity at **85 Kingsway in Chester (LOT 11)**. This three bedroomed duplex maisonette is situated in a convenient location and boasts a roof terrace. It has a guide price of £68,000+ (plus fees).

At **12-14 Froghall Lane in Warrington (LOT 26)** we have a substantial 13 bedroomed former guest house which is suitable for redevelopment and has a guide price of £185,000+ (plus fees).

If it's a commercial lot you're looking to bid on, then take a look at **22 Market Street in Leigh (LOT 12)**. This three storey hairdresser and barber shop is currently tenanted and let at £9,000pa. The guide price is £70,000+ (plus fees).

A mixed use highlight in the auction is **87 & 89 Oxcliffe Road in Heaton with Oxcliffe, Morecambe (LOT 18)**. This former nursery is set on an approx. three acre site with two tenanted dormer bungalows and various outbuildings. It has a guide price of £275,000+ (plus fees).

We've got an excellent complete refurbishment project at

Sarnau in Clawddnewydd, Ruthin (LOT 5). This three bedroomed detached property with outbuildings on generous plot has a guide price of £240,000+ (plus fees). Whilst benefiting from central heating and double glazing, the property does require renovation and would make a fantastic project to transform into a stunning family home.

In Chapel-en-le-Frith is a large two storey building which was converted to offices at **Cromwell House (LOT 8)** which has a guide price of £200,000+ (plus fees). Previously a children's home, the property was converted to offices and recently used by Derbyshire County Council's Adult Care Social Services.

A pair of former places of worship are likely to get the bidders to flock to the AJ Bell Stadium auction room. In Boston the **former Restore Church, Station Street (LOT 25)** is suitable for redevelopment subject to necessary building and planning consents and has a guide price of £101,000+ (plus fees). Whilst the **Baptist Chapel, 31 Charles Street in Golborne, Warrington (LOT 2)**, which has a guide price of £55,000+ (plus fees), would lend its self to various development potential subject to the necessary planning consents.

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

We're already inviting entries to our next Manchester auction on Wednesday 7th August, so if you'd like to arrange a free no obligation appraisal see our team in the auction room or call the team on 0161 774 7333.

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

Now is a good time to sell a property and a great time to sell by auction!

Call our valuations team on **0161 774 7333** for a
FREE property appraisal

MEET THE NORTH WEST TEAM



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FREQUENTLY ASKED QUESTIONS

Q. WHAT ORDER WILL THE LOTS BE OFFERED IN?

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

Q. CAN I VIEW THE PROPERTIES BEFORE THE AUCTION?

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

Q. WHAT IS A RESERVE PRICE?

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

Q. IS THE GUIDE PRICE THE SAME AS THE RESERVE PRICE?

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

Q. HOW DO I REGISTER TO BID AT THE AUCTION?

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

Q. HOW LONG DOES IT TAKE TO OFFER EACH LOT?

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

Q. IF I AM A SUCCESSFUL BIDDER HOW MUCH DEPOSIT DO I HAVE TO PAY?

A. Please read the Buyer's Terms carefully. For unconditional sales, you will pay a deposit of 5% or 10% subject to a minimum of £5,000.

Q. HOW IS THE DEPOSIT PAYABLE?

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

Q. HOW MUCH SHOULD I MAKE MY BANK DRAFT FOR?

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

Q. IF I AM A SUCCESSFUL PURCHASER WHEN DO I HAVE TO COMPLETE THE PURCHASE AND PAY THE BALANCE MONIES?

A. Unconditional lots must complete in 20 business days or as otherwise specified in the special conditions. Conditional lots must complete in 40 business days.

Q. HOW CAN I VIEW THE LEGAL PACK AND CONTRACT BEFORE THE AUCTION?

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

Q. IF I AM UNABLE TO ATTEND THE AUCTION CAN I BID BY PROXY, TELEPHONE OR INTERNET?

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

Q. IF I AM UNABLE TO ATTEND THE AUCTION, CAN SOMEONE BID ON MY BEHALF?

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

Q. CAN I MAKE AN OFFER PRIOR TO THE AUCTION?

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

Q. HOW CAN I MAKE THIS OFFER?

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

Q. CAN I HAVE THE PROPERTY SURVEYED BEFORE THE AUCTION?

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

Q. DO SOME LOTS NOT SELL?

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

Q. ARE THERE ANY FURTHER COSTS TO PAY IN ADDITION TO THE SALE PRICE?

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

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

A. Yes, you will lose your deposit (if any) and Buyer's Fee or Reservation Fee. Furthermore the seller may sue you for the balance owed and any further losses caused.

Q. WILL I BE ABLE TO GET A MORTGAGE ON THE PROPERTY?

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

Q. HOW DO I KNOW WHETHER THE DETAILS GIVEN IN THE CATALOGUE HAVE CHANGED OR A PROPERTY IS WITHDRAWN OR SOLD PRIOR?

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

You can register for our email alert service by emailing us on marketing@sdlauctions.co.uk. It is essential that you see the addendum prior to bidding.

Q. CAN I GO ON THE PERMANENT MAILING LIST TO RECEIVE FUTURE AUCTION CATALOGUES?

A. Yes, contact us by telephone 0161 774 7333 or by email (marketing@sdlauctions.co.uk)

PROOF OF IDENTITY & ADDRESS

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

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

PHOTOGRAPHIC ID

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

EVIDENCE OF ADDRESS

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

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

WHAT ELSE DO I NEED TO BRING...

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

REGISTRATION OF BIDDERS

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

BIDDERS NO:

BIDDER DETAILS

Title:

First Name: **Surname:**

Company:

Address:

Postcode: **Telephone:**

Email:

BUYERS DETAILS

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

Title:

First Name: **Surname:**

Company:

Address:

Postcode: **Telephone:**

Email:

MEANS OF IDENTIFICATION

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

Passport: ☐

Driving Licence: ☐

Bank Statement: ☐

Utility Bill: ☐

Other:

MEANS OF DEPOSIT PAYMENT

Bankers Draft: ☐

Debit Card: ☐

**Building Society
Draft:** ☐

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

Privacy Notice: SDL Auctions Registration of Bidders

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

SIGNATURE: _____ **DATE:** _____

WHAT IS A GOOD RENTAL YIELD IN THE UK?

Andy Thompson

Head of Residential Auctions at SDL Auctions



When you're considering venturing into the world of buy-to-let, there are so many important factors to consider. But the number one thing on your mind is likely to be - 'is this a good investment for me?' and 'what will the return be?' We sat down with Andy Thompson, our Head of Auctions North West to create this guide of the best areas to buy property in the UK to gain a decent rental yield.

To break it down, rental yield is the return made on a property investment in terms of monthly rent charged compared to the value of the property/price paid. As a general rule of thumb, a rental yield of around 7% or higher tends to be considered a very good yield for a buy-to-let property.

Rental yield can be calculated by taking the annual rental income of a property, dividing it by the price paid and then multiplying this number by 100. So for example, for a property that costs £140,000 with a monthly asking rent of £600, the yield will be 5.1%:

If you're a landlord looking for the best cities in the UK to purchase buy-to-let property, then you've arrived at the right place. In the table to the right, we outline the major cities of the UK, ranked by rental yield to better inform your decision on the area to invest in next.

By some margin, Manchester takes the top spot with a rental yield of 7.73%, making it a great place to invest in property if you're considering taking that first step towards owning a buy-to-let property!

Next up in second place is Leeds, with an average monthly rental asking price of £1,172 and an average property value of £219,542 landlords can earn a potential yield of 6.41%, a very decent percentage when compared with the mid-range of the table.

In third place is London, with a yield percentage of 5.75%. This however isn't necessarily a true reflection of buying-to-let in London, as prices can vary quite wildly from the averages and it can be difficult to get a decent yield in a lot of areas of the capital.

Cities in the table from Edinburgh to Hull reflect the mid-range point of yield potential across the UK, from 5.65% down to 4.19% - while these are lower than the top 3, these areas are definitely still worth checking out as it may just pay off when relative to an individual property's price.

While the figures outlined above are based on the average costs across the UK, often the properties we sell at auction can be purchased for less than this. This means that there is potential for you to get an even greater yield, particularly in the areas that are performing well currently.

We sell properties by auction across the UK with auction venues in Manchester, across the Midlands and more, as well as holding online auctions every day of the year.

Rank	City	Avg. Property Value (Zoopla)	Avg. Rent PCM (Zoopla)	Avg. Annual Rent	Yield %
1	Manchester	£193,576	£1,247	£14,964	7.73%
2	Leeds	£219,542	£1,172	£14,064	6.41%
3	London	£659,660	£3,162	£37,944	5.75%
4	Edinburgh	£298,575	£1,405	£16,860	5.65%
5	Liverpool	£175,208	£813	£9,756	5.57%
6	Brighton	£396,369	£1,776	£21,312	5.38%
7	Sheffield	£203,101	£904	£10,848	5.34%
8	Newcastle upon Tyne	£209,693	£925	£11,100	5.29%
9	Nottingham	£207,456	£914	£10,968	5.29%
10	Portsmouth	£237,068	£951	£11,412	4.81%
11	Birmingham	£207,474	£810	£9,720	4.68%
12	Cardiff	£255,528	£986	£11,832	4.63%
13	Southampton	£299,383	£1,140	£13,680	4.57%
14	Stoke-on-Trent	£153,015	£580	£6,960	4.55%
15	Sunderland	£143,574	£537	£6,444	4.49%
16	Leicester	£237,374	£885	£10,620	4.47%
17	Chester	£270,334	£998	£11,976	4.43%
18	Plymouth	£211,872	£772	£9,264	4.37%
19	Bradford	£135,587	£484	£5,808	4.28%
20	Aberdeen	£207,370	£733	£8,796	4.24%
21	Hull	£141,151	£493	£5,916	4.19%
22	Gloucester	£249,782	£806	£9,672	3.87%
23	Bristol	£333,686	£1,052	£12,624	3.78%
24	York	£300,471	£874	£10,488	3.49%
25	Wakefield	£195,803	£554	£6,648	3.40%
26	Wolverhampton	£202,038	£560	£6,720	3.33%
27	Lancaster	£200,865	£547	£6,564	3.27%
28	Derby	£210,576	£564	£6,768	3.21%

Figures in this table are based on average values and costs and provide an indication of the potential rental yield in each city. Rental yield will vary according to the value of each individual property. These figures have been calculated without the consideration of any mortgage costs.



DEPOSITS

Important Information

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

Deposits can be paid by debit card or bankers draft.

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

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

NO LONGER ACCEPTING CHEQUES

All deposits must be paid by:-



**Bank/Building
Society Draft**



Debit Card

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

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

www.sdlauctions.co.uk

A GUIDE TO ADDITIONAL FEES

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

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

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

FOR FURTHER INFORMATION

If you have any questions about a lot you would like to bid on, please phone us on 0161 774 7333 or email us at northwest@sdlauctions.co.uk

TYPES OF AUCTION SALE EXPLAINED

UNCONDITIONAL WITH FIXED FEE

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

- Be legally bound to buy the property
- Pay a 10% deposit, subject to a minimum of £5,000 (this will contribute towards the purchase price)
- Pay a Buyer's Fee of £1074 including VAT (unless an alternative Buyer's Fee has been listed)
- Pay any additional charges included in the special conditions of sale, which are available in the legal pack
- Exchange contracts on the fall of the hammer and sign the Contract of Sale and special conditions of sale held with the auctioneer or solicitor
- Complete the purchase within 20 business days (unless an alternative date has been specified in the special conditions of sale)

UNCONDITIONAL WITH VARIABLE FEE

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

- Be legally bound to buy the property
- Pay a 5% deposit, subject to a minimum of £5,000 (this will contribute towards the purchase price)
- Pay a Buyer's Fee of 4.8% including VAT or 4.2% including VAT in London, subject to a minimum of £6,000 including VAT. The Buyer's Fee does not contribute towards the purchase price.
- Exchange contracts on the fall of the hammer and sign the special conditions of sale held with the auctioneer or solicitor
- Complete the purchase within 20 business days (unless an alternative date has been specified in the special conditions of sale)

CONDITIONAL WITH RESERVATION FEE

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

- Pay a Reservation Fee of 4.8% including VAT or 4.2% including VAT in London, subject to a minimum of £6,000 including VAT. The Reservation Fee does not contribute towards the purchase price.
- Sign the reservation contract with the auctioneer
- Exchange contracts and complete the sale within 40 business days

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

MANCHESTER ORDER OF SALE

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

LOT 1.	48 Meadowbank, Holywell, Flintshire	£36,500+
LOT 2.	Baptist Chapel, 31 Charles Street, Golborne, Warrington	£55,000+
LOT 3.	30 Lansdowne Road, Crumpsall, Manchester	£170,000+
LOT 4.	Plot 5 Burton Road, Repton, Derby	£2,000+
LOT 5.	Sarnau, Clawddnewydd, Ruthin	£240,000+
LOT 6.	10 Garden Street, Huddersfield	£40,000+
LOT 7.	Apartment 34, Palace Court, Wardle Street, Stoke-On-Trent	£31,000+
LOT 8.	Cromwell House, High Street, Chapel-En-Le-Frith, High Peak	£200,000+
LOT 9.	78 Victoria Road, Dukinfield, Greater Manchester	SOLD PRIOR
LOT 10.	Plot 112 Tower Close, Clopton, Stratford-upon-Avon	£1,650+
LOT 11.	85 Kingsway, Chester	£68,000+
LOT 12.	22 Market Street, Leigh, Lancashire	£70,000+
LOT 13.	Land at 56-60 Oakfield Road, Walton, Liverpool	£50,000+
LOT 14.	Flat 8, North Promenade, Lytham St Annes, Lancashire	SOLD PRIOR
LOT 15.	Flat 2 Sandy Knoll, North Promenade, Lytham St. Annes	£130,000+
LOT 16.	Land at 103 Bigdale Drive, Northwood, Kirkby, Knowsley	£91,000+
LOT 17.	3, 3a, 5, 7 & 9 Wrexham Road, Whitchurch	SOLD PRIOR
LOT 18.	87 & 89 Oxcliffe Road, Heaton with Oxcliffe, Morecambe	£275,000+
LOT 19.	Land and Garages to rear of Market Street and William Street, Holyhead	£19,000+
LOT 20.	Plot 50, Sissinghurst Road, Biddenden, Ashford	£1,400+
LOT 21.	17 King Street, Ulverston, Cumbria	£90,000+
LOT 22.	Plot 68 Lower Yelland Farm, Yelland, Barnstaple	£800+
LOT 23.	91 Glebe Street, Leigh, Wigan	£38,000+
LOT 24.	14b Westcliffe Drive, Blackpool	£35,000+
LOT 24A.	55 Clayton Street, Colne, Lancashire	£69,000+
LOT 25.	Former Restore Church, Station Street, Boston	£101,000+
LOT 26.	12-14 Froghall Lane, Warrington	£185,000+

LOT 1

48 MEADOWBANK, HOLYWELL, FLINTSHIRE CH8 7EF

TWO BEDROOMED SEMI DETACHED PROPERTY

PROPERTY DESCRIPTION:

The property is situated in an established residential area, conveniently located for a number of local facilities and amenities in Holywell.

ACCOMMODATION:

The auctioneers have not inspected the property but believe it to comprise:
Ground Floor: Entrance Hallway, Lounge, Kitchen/Diner
First Floor: Two Bedrooms, Bathroom
Outside: Driveway, Garage, Front Garden, Rear Garden

ENERGY EFFICIENCY RATING: TBC

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee

***GUIDE PRICE £36,500+ (plus fees)**



LOT 2

BAPTIST CHAPEL, 31 CHARLES STREET, GOLBORNE, WARRINGTON WA3 3DB

SEMI DETACHED FORMER CHAPEL BUILDING WITH SINGLE STOREY ACCOMMODATION EXTENDING TO APPROX. 218SQ.M ON AN APPROXIMATE 0.13 ACRE PLOT

PROPERTY DESCRIPTION:

This is an exciting opportunity to purchase a former chapel building, well located in the industrial village of Golborne. The chapel would lend itself to various development potential, subject to the necessary planning consents. The property lies on a residential street approximately 100 metres from the high street and is arranged in four parts including a main chapel, community room, kitchen and vestry. Also benefiting from excellent transport links to Warrington, Manchester and Liverpool. Viewings are recommended to fully appreciate the potential of this property.

ACCOMMODATION:

Baptist Chapel: Chapel, Community Room, Kitchen, Toilet Block
Outside: Garden Area

ENERGY EFFICIENCY RATING: N/A

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee

***GUIDE PRICE £55,000+ (plus fees)**



If you can't make the auction room, you can bid on the telephone,
by proxy or online.

See the form at the back of this catalogue.

LOT 3

30 LANSDOWNE ROAD, CRUMPSALL, MANCHESTER M8 5SH

END TERRACE BUILDING ARRANGED AS THREE SELF-CONTAINED FLATS BELIEVED TO BE PRODUCING AN ANNUAL INCOME OF £16,140

PROPERTY DESCRIPTION:

This is a fantastic opportunity to acquire a high yielding buy to let property in an increasingly popular part of North Manchester. Located within walking distance to Manchester General Hospital and a host of other local amenities, including Crumpsall Park, plus three Metrolink tram stops within less than a mile. This property would make an ideal addition to a landlords portfolio. The property benefits from double glazing and gas central heating.

ACCOMMODATION:

Flat One (Currently let at £400 pcm): Lounge, Kitchen, Bathroom, Bedroom

Flat Two (Currently let at £495 pcm): Lounge, Kitchen, Bathroom, Two Bedrooms

Flat Three (Currently let at £450 pcm): Lounge, Kitchen, Bathroom, Bedroom
Outside: Rear Yard

ENERGY EFFICIENCY RATING: D, D & E

TENURE: Freehold

SUBJECT TO TENANCY

VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee

***GUIDE PRICE £170,000+ (plus fees)**



LOT 4

PLOT 5 BURTON ROAD, REPTON, DERBY DE65 6FL

PARCEL OF LAND WITH POTENTIAL FOR DIFFERENT USES SUBJECT TO RELEVANT PLANNING PERMISSIONS

DESCRIPTION:

We understand that there are no overage restrictions on the land, however interested parties are advised to make their own enquires. The auctioneers have not inspected the land therefore please see the legal pack for further information.

TENURE: Freehold

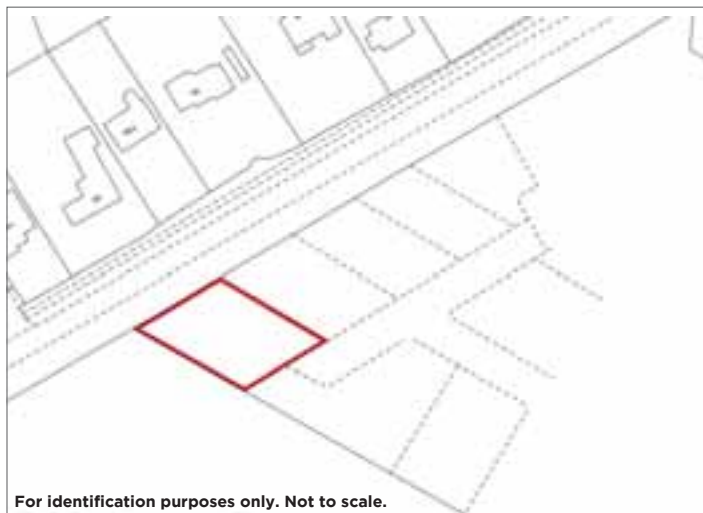
VACANT POSSESSION UPON COMPLETION

VIEWING:

Direct on site

AUCTION TYPE: Unconditional with fixed fee

***GUIDE PRICE £2,000+ (plus fees)**



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THREE BEDROOMED DETACHED PROPERTY WITH OUTBUILDINGS ON GENEROUS PLOT
PROPERTY DESCRIPTION:

Whilst benefiting from central heating and double glazing, the property does require renovation and would make a fantastic project to transform into a stunning family home. With no immediate neighbours, the property is accessed via a minor country lane and is located approximately 1.2 miles from Clawddnewydd Village which includes a local shop, popular community hall and a public house. Ruthin town centre is approximately 6 miles from the property and offers excellent transport links to Mold, Wrexham and Chester.

ACCOMMODATION:

Ground Floor: Lounge, Dining Room, Kitchen, Lean-to
First Floor: Three Bedrooms, Bathroom
Outside: Gardens, Detached Garage, Kennel

ENERGY EFFICIENCY RATING: TBC

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION
VIEWING:

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

AUCTION TYPE: Unconditional with variable fee

***GUIDE PRICE £240,000+ (plus fees)**



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No exit fee applies. Standard construction only. Any property used as security,
including your home, may be repossessed if you do not keep up on repayments
on a mortgage or any other debt secured on it.

together.

LOT 6

10 GARDEN STREET, HUDDERSFIELD HD1 3RD

WELL LOCATED, TWO STOREY BUILDING, PREVIOUSLY USED AS A GYM

PROPERTY DESCRIPTION:

Potential to convert, subject to necessary consents. Benefits from a range of nearby shopping facilities, the well-known Greenhead Park and the University of Huddersfield.

ACCOMMODATION:

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

Ground Floor: Two Rooms, Shower Facilities

First Floor: One Room

Outside: Yard

ENERGY EFFICIENCY RATING: G

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee

***GUIDE PRICE £40,000+ (plus fees)**



LOT 7

APARTMENT 34, PALACE COURT, WARDLE STREET, STOKE-ON-TRENT ST6 6AL

PURPOSE BUILT ONE BEDROOMED APARTMENT

PROPERTY DESCRIPTION:

Situated in a popular block of apartments, benefiting from secure parking and also double glazing. The property overlooks Tunstall Park and is within walking distance of the town centre, offering a host of different facilities and amenities. Ideally suited to tenants this could make an excellent buy-to-let investment for a local landlord.

ACCOMMODATION:

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

Apartment: Entrance Hallway, Open Plan Living Space, Bedroom, Bathroom

Outside: Parking

ENERGY EFFICIENCY RATING: C

TENURE: Leasehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee

***GUIDE PRICE £31,000+ (plus fees)**



For more information on **Auction Types**
please see page 10

LOT 8**CROMWELL HOUSE, HIGH STREET, CHAPEL-EN-LE-FRITH, HIGH PEAK
SK23 0HD****A LARGE TWO STOREY BUILDING WHICH WAS CONVERTED TO OFFICES****PROPERTY DESCRIPTION:**

Cromwell House was previously a children's home, which was converted to offices and used by Derbyshire County Council's Adult Care Social Services until recently. The property comprises a large two storey building part of which was constructed circa 19th century and part circa 1950/60s. The building extends to approx. 424.59 sqm (4,570 sq ft). The site extends to approx. 0.13 ha (0.32 acres). The property has conversion/redevelopment potential for a variety of uses including residential, subject to planning permission. Prospective purchases are advised to seek advice from the Planning Department at High Peak Borough Council. Derbyshire County Council granted Chapel en le Frith RDC a lease on 29th June 1959 for the bus stop on High Street. Originally the lease was for a term of 5 years and thereafter from year to year until determined by either party on 6 months' notice. The current rent is £5 per annum, payable 5 yearly and the tenant is holding over. Please refer to the legal pack.

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

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

AUCTION TYPE: Unconditional with fixed fee***GUIDE PRICE £200,000+ (plus fees)**

**LOT OFFERED IN
PARTNERSHIP WITH:**



LOT 9

78 VICTORIA ROAD, DUKINFIELD, GREATER MANCHESTER SK16 4UN

A MID TERRACE PROPERTY CURRENTLY ARRANGED AS FIVE LETTABLE ROOMS

PROPERTY DESCRIPTION:

Located close to local amenities with good transport links to the surrounding area.

ACCOMMODATION:

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

Ground Floor: Living Room/Bedroom, Kitchen Diner

First Floor: Three Bedrooms, Bathroom

Second Floor: Attic Room

ENERGY EFFICIENCY RATING: TBC

TENURE: Freehold

SUBJECT TO TENANCY

VIEWING:

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

AUCTION TYPE: Unconditional with variable fee

***GUIDE PRICE £73,000+ (plus fees)**



LOT 10

PLOT 112 TOWER CLOSE, CLOPTON, STRATFORD-UPON-AVON CV37 6TB

PARCEL OF LAND WITH POTENTIAL FOR DIFFERENT USES SUBJECT TO RELEVANT PLANNING PERMISSIONS

DESCRIPTION:

We understand that there are no overage restrictions on the land, however interested parties are advised to make their own enquires. The auctioneers have not inspected the land therefore please see the legal pack for further information.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Direct on site

AUCTION TYPE: Unconditional with fixed fee

***GUIDE PRICE £1,650+ (plus fees)**



LEGAL PACKS

It is the buyers responsibility to read the Legal Pack before bidding.

These are available to download on our website as soon as they arrive from the Solicitor. If they aren't available when you register you will be notified by email as soon as they are updated.

They are also available to read in the auction room.

SDL AUCTIONS

www.sdlauctions.co.uk

LOT 11

85 KINGSWAY, CHESTER CH2 2LJ

THREE BEDROOMED DUPLEX MAISONETTE

PROPERTY DESCRIPTION:

Three bedroomed duplex maisonette in need of modernisation. Situated in a convenient location for local amenities and motorway links. Great investment opportunity.

ACCOMMODATION:

First Floor: Entrance Hallway, Lounge/Diner, Kitchen

Second Floor: Three Bedrooms, Bathroom

Outside: First Floor Roof Terrace

ENERGY EFFICIENCY RATING: D

TENURE: Leasehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee



***GUIDE PRICE £68,000+ (plus fees)**

LOT 12

22 MARKET STREET, LEIGH, LANCASHIRE WN7 1DS

THREE STOREY COMMERCIAL BUILDING LET AT £9,000 PER ANNUM

PROPERTY DESCRIPTION:

The property is well located on Market Street within Leigh town centre. The town has a good pedestrianised shopping centre located on Bradshawgate which is within 100 metres of the property and benefits from good transport links including a bus terminus within the town. The property is current occupied as a Hair and Beauty Salon. The property benefits from storage heating and is part double glazed.

ACCOMMODATION:

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

Ground Floor: Retail/Salon Space, Kitchen, Wcs

First Floor: Three Rooms

Second Floor: Office Space, Staff Room, Storage

ENERGY EFFICIENCY RATING: F

TENURE: Freehold

SUBJECT TO TENANCY

VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee



***GUIDE PRICE £70,000+ (plus fees)**



LOT 13

LAND AT 56-60 OAKFIELD ROAD, WALTON, LIVERPOOL L4 2QF

LAND IN LIVERPOOL WITH FULL PLANNING PERMISSION FOR THE ERECTION OF 2X THREE BEDROOM SEMI DETACHED HOUSES

DESCRIPTION:

The site is situated in the Walton Ward – an area currently undergoing significant regeneration - approximately 2 miles north-west of Liverpool city centre, occupying a prominent position at the junction of Oakfield Road and Bala Street and is close to Liverpool Football Club and local neighbourhood shops.

Planning Application Number: Liverpool City Council 18F/2330

VAT: Interested parties are advised to seek clarification from the legal pack.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Direct on site

AUCTION TYPE: Unconditional with fixed fee

***GUIDE PRICE £50,000+ (plus fees)**



For identification purposes only. Not to scale.



For identification purposes only. Not to scale.

LOT 14

FLAT 8, NORTH PROMENADE, LYTHAM ST ANNES, LANCASHIRE FY8 2NQ

TWO BEDROOM APARTMENT ON ST ANNES SEAFRONT

PROPERTY DESCRIPTION:

A fantastic opportunity to acquire a property in the highly sought-after location of Lytham St Annes, offering stunning views over the beach and seafront. This top floor apartment benefits from a communal lift and 35ft balcony, and would make an ideal home or seaside getaway for someone looking to spend more time on the coast. Requiring some cosmetic improvements, the property also offers itself to local investors looking for their next project.

ACCOMMODATION:

Ground Floor: Communal Entrance, Communal Hallway
Third Floor: Hallway, Lounge, Kitchen/ Dining Room, Bedroom One, Bedroom Two, Storage Room, Bathroom, Balcony
Outside: Garage with up and over door to the rear of the property, visitors parking

ENERGY EFFICIENCY RATING: TBC

TENURE: Leasehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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

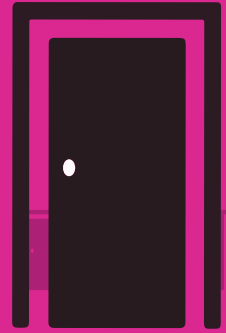
AUCTION TYPE: Unconditional with variable fee

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



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LOT 15

FLAT 2 SANDY KNOLL, NORTH PROMENADE, LYTHAM ST. ANNES FY8 2NQ

TWO BEDROOMED GROUND FLOOR APARTMENT

PROPERTY DESCRIPTION:

A fantastic opportunity to acquire a property in the highly sought-after location of Lytham St. Annes, offering stunning views over the beach and seafront. This ground floor apartment would make an ideal home or seaside retreat for someone looking to spend more time on the coast. The property also lends itself to a landlord looking for a buy-to-let investment.

ACCOMMODATION:

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

Ground Floor: Communal Entrance, Hallway

Flat: Lounge, Kitchen/Dining Room, Two Bedrooms, Bathroom

ENERGY EFFICIENCY RATING: TBC

TENURE: Leasehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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

AUCTION TYPE: Unconditional with variable fee

To be sold on 5th June unless sold prior online

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



LOT 16

LAND AT 103 BIGDALE DRIVE, NORTHWOOD, KIRKBY, KNOWSLEY L33 6UW

14,000 SQ.FT DEVELOPMENT SITE WITH LAPSED PLANNING PERMISSION

DESCRIPTION:

A fantastic opportunity to acquire a substantial plot of land with lapsed planning permission for the erection of a 45 bedroomed residential care home. Previous planning permissions have included 21 flats consisting of one and two bedrooms with parking. The site would also suit other development opportunities, subject to necessary consents. Further planning information can be found on the Knowsley Council website.

Note: The land size is an approximate and has been measured by a secondary source.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee

***GUIDE PRICE £91,000+ (plus fees)**



LOT 17

3, 3A, 5, 7 & 9 WREXHAM ROAD, WHITCHURCH SY13 1HP

5 X TWO BEDROOMED TERRACE PROPERTIES

PROPERTY DESCRIPTION:

5 x two bedroomeed mid terrace properties located within walking distance of local amenities and transport links. Ideal for an investor.

ACCOMMODATION:

The auctioneers have not inspected all properties but believe them to comprise:

Ground Floor: Lounge, Kitchen, Bathroom

First Floor: Two Bedrooms

Outside: Forecourt, Rear Yard

ENERGY EFFICIENCY RATING: C, C, C, C & C

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

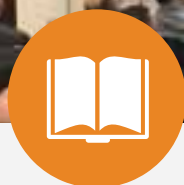
Viewings can be booked online at www.sdlauctions.co.uk

AUCTION TYPE: Unconditional with fixed fee



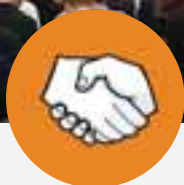
***GUIDE PRICE £395,000+ (plus fees)**

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**FORMER NURSERY SET ON APPROX. 3 ACRE SITE WITH TWO
TENANTED DORMER BUNGALOWS AND VARIOUS OUTBUILDINGS**

PROPERTY DESCRIPTION:

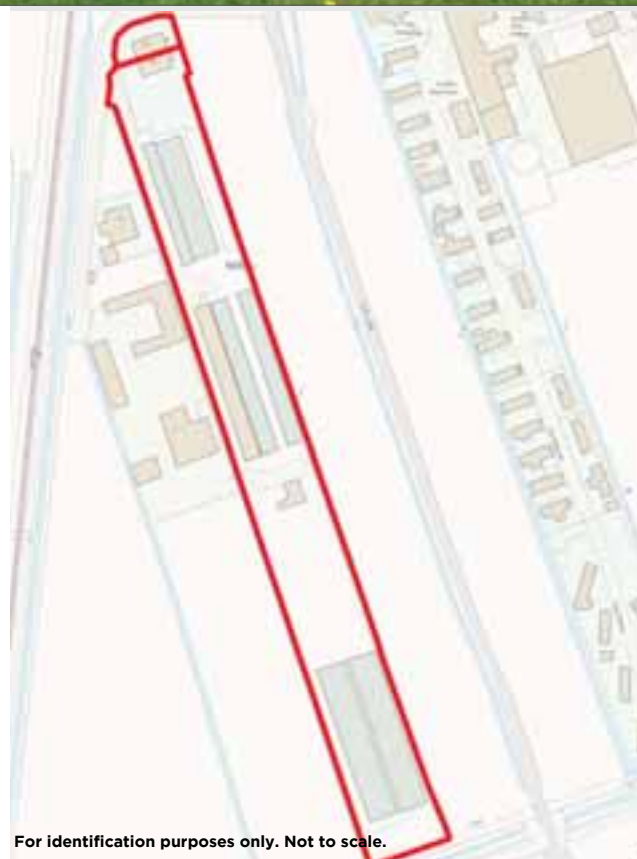
This is a fantastic opportunity to acquire a prime and versatile site which would suit a variety of different development opportunities, subject to any necessary consents. The site consists of a former nursery with numerous greenhouses and outbuildings plus two x three bedroomed tenanted dormer bungalows.

87 Oxcliffe Road is currently let at £550pcm, however the tenant is due to vacate the property on 25th May 2019. 89 Oxcliffe Road is currently let on an assured shorthold tenancy at £550 pcm. Both properties have electric heating and drainage to a septic tank.

The site is located conveniently for Morecambe town centre amenities including local retail parks and the historic village of Heysham, offering outstanding coastal walks, a popular golf club and port.

Planning enquires should be made directly with Lancaster City Council: Lancashire.gov.uk/01524582000 and further information can be found in the legal pack.

Note: There is evidence of Japanese Knotweed on site.



For identification purposes only. Not to scale.

***GUIDE PRICE £275,000+ (plus fees)**



ACCOMMODATION:

The auctioneers have not inspected the properties but believe them to comprise:

87 Oxcliffe Road:

Ground Floor: Large Porch, Kitchen, Two Reception Rooms, Bathroom, Bedroom

First Floor: Two Bedrooms

89 Oxcliffe Road:

Ground Floor: Large Porch, Kitchen, Two Reception Rooms, Bathroom, Bedroom

First Floor: Two Bedrooms

ENERGY EFFICIENCY RATING: E & TBC

TENURE: Freehold

PART LET/PART VACANT

VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee



LOT 19

LAND AND GARAGES TO REAR OF MARKET STREET AND WILLIAM STREET, HOLYHEAD LL65 1RN

LAND AND GARAGES

DESCRIPTION:

A plot of land with four garages, suitable for various development opportunities subject to any necessary planning/building consents. The garages are currently occupied by the Isle of Anglesey Council on an informal basis and used for storage. Please refer to the legal pack for further information.

TENURE: Freehold

SUBJECT TO TENANCY

VIEWING:

Direct on site

AUCTION TYPE: Unconditional with fixed fee

***GUIDE PRICE £19,000+ (plus fees)**



LOT 20

PLOT 50, SISSINGHURST ROAD, BIDDENDEN, ASHFORD TN27 8EQ

PARCEL OF LAND WITH POTENTIAL FOR DIFFERENT USES SUBJECT TO RELEVANT PLANNING PERMISSIONS

DESCRIPTION:

We understand that there are no overage restrictions on the land, however interested parties are advised to make their own enquires. The auctioneers have not inspected the land therefore please see the legal pack for further information

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Direct on site

AUCTION TYPE: Unconditional with fixed fee

***GUIDE PRICE £1,400+ (plus fees)**



ADDITIONAL COSTS

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

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

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AUCTIONS

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LOT 21

17 KING STREET, ULVERSTON, CUMBRIA LA12 7DZ

A SUPERB OPPORTUNITY TO BUY OF THIS THREE STOREY BUILDING, LOCATED IN THE CENTRE OF ULVERSTON

PROPERTY DESCRIPTION:

Prominent building with a Grade II listed frontage. Potential for conversion to residential use for the upper floors, subject to obtaining the relevant planning consents.

ACCOMMODATION:

Ground Floor: Shop/Sales Area, Store Room

First Floor: Three Rooms, Wc

Second Floor: Office, Store Room

Outside: Rear Yard (joint owned)

ENERGY EFFICIENCY RATING: F

TENURE: See Legal Pack

VACANT POSSESSION UPON COMPLETION

VIEWING:

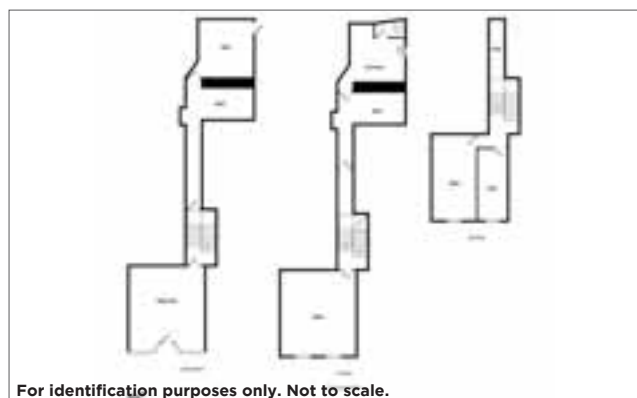
Viewings can be booked online at www.sdlauctions.co.uk

AUCTION TYPE: Unconditional with variable fee

LOT OFFERED IN
PARTNERSHIP WITH:



***GUIDE PRICE £90,000+ (plus fees)**



For identification purposes only. Not to scale.

LOT 22

PLOT 68 LOWER YELLAND FARM, YELLAND, BARNSTAPLE EX31 3EN

PARCEL OF LAND WITH POTENTIAL FOR DIFFERENT USES SUBJECT TO RELEVANT PLANNING PERMISSIONS

DESCRIPTION:

We understand that there are no overage restrictions on the land, however interested parties are advised to make their own enquires. The auctioneers have not inspected the land therefore please see the legal pack for further information.

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

Direct on site

AUCTION TYPE: Unconditional with fixed fee

***GUIDE PRICE £800+ (plus fees)**



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LOT 23

91 GLEBE STREET, LEIGH, WIGAN WN7 1RQ

TWO BEDROOMED MID TERRACE

PROPERTY DESCRIPTION:

In need of some modernisation and improvement. Within walking distance to Leigh town centre the property is conveniently located for all amenities and transport links.

ACCOMMODATION:

Ground Floor: Lounge, Kitchen/Dining Room

First Floor: Two Bedrooms, Bathroom

Outside: Rear Yard

ENERGY EFFICIENCY RATING: D

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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

AUCTION TYPE: Unconditional with variable fee

The variable fee will be £4000 including VAT

LOT OFFERED IN
PARTNERSHIP WITH:



***GUIDE PRICE £38,000+ (plus fees)**



LOT 24

14B WESTCLIFFE DRIVE, BLACKPOOL FY3 7HG

A SUBSTANTIAL TWO STOREY MAISONETTE WITH DEVELOPMENT POTENTIAL

PROPERTY DESCRIPTION:

Excellent opportunity to acquire a spacious two storey maisonette comprising kitchen, living room, three bedrooms, and bathroom and benefits from gas central heating and double glazing. Located in the sought after area of Little Layton and close to Blackpool town centre with an abundance of local amenities within walking distance. The property would be ideal for local buyers as well as a great investment opportunity for landlords and developers. Pre auction offers will be considered with this lot.

ACCOMMODATION:

Ground Floor: Kitchen, Living Room, Dining Room, Bathroom, Bedroom One

First Floor: Bedroom Two, Bedroom Three

Outside: First Floor Roof Terrace

ENERGY EFFICIENCY RATING: E

TENURE: Leasehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee

***GUIDE PRICE £35,000+ (plus fees)**



LOT 24A

55 CLAYTON STREET, COLNE, LANCASHIRE BB8 0HJ

DETACHED, FIVE ROOM HMO LET AT £16,380 PER ANNUM

PROPERTY DESCRIPTION:

This is a good opportunity for an established landlord to acquire a high-returning investment property in the busy market town of Colne, Lancashire. Arranged as a 5 room HMO, let individually, the current income based on the Guide Price represents a potential yield of 23.5%+ and is arranged as follows:

3x rooms let at £65 PW

2x rooms let at £260 PCM

NOTE: One of the tenants have been served notice to vacate.

ACCOMMODATION:

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

Ground Floor: Entrance Hall, Four Lettable Rooms with Shower, Sink & Wc

First Floor: Landing, Communal Lounge, Communal Kitchen, Lettable Room with Shower, Sink & Wc

ENERGY EFFICIENCY RATING: E

TENURE: Freehold

SUBJECT TO TENANCY

VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee

***GUIDE PRICE £69,000+ (plus fees)**



LEGAL PACKS

It is the buyers responsibility to read the Legal Pack before bidding.

These are available to download on our website as soon as they arrive from the Solicitor. If they aren't available when you register you will be notified by email as soon as they are updated.

They are also available to read in the auction room.

SDL AUCTIONS

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LOT 25

FORMER RESTORE CHURCH, STATION STREET, BOSTON PE21 8RL

FORMER CHURCH SUITABLE FOR RE-DEVELOPMENT SUBJECT TO NECESSARY BUILDING AND PLANNING CONSENTS

PROPERTY DESCRIPTION:

A unique opportunity to acquire a substantial former church, located close to numerous local services and amenities and offering a variety of potential uses, subject to any necessary consents. With strong local interest expected we highly recommend an early viewing to fully appreciate the scale and scope of this well known building. The property benefits from gas central heating and double glazing.

ACCOMMODATION:

The auctioneers have not inspected the property but believe it to comprise: Church: Hallway/Lobby, Office, Main Hallway, Store Room, Rear Lobby, Toilets, Store Room, Kitchen

ENERGY EFFICIENCY RATING: N/A

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee

***GUIDE PRICE £101,000+ (plus fees)**



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A SUBSTANTIAL, 13 BEDROOM, FORMER GUEST HOUSE, SUITABLE FOR REDEVELOPMENT, SUBJECT TO NECESSARY BUILDING AND PLANNING CONSENTS

PROPERTY DESCRIPTION:

The properties are approximately 8,000 square foot.

The property boasts excellent transport links with easy access to the M6 motorway and lies between Bank Quay Railway Station and Warrington Central Railway Station. Just a short distance to the bus station and five minutes walk into the town centre.

The property offers a fantastic opportunity to be redeveloped, subject to necessary building and planning consents and must be viewed in order to fully appreciate the scope of this opportunity.

Note: There has previously been a fire in one of the basement chambers and interested parties are advised to make their own enquiries

ACCOMMODATION:

Number 12:

Ground Floor: Main Entrance, Large Kitchen/Dining Area, Utility Area, Two Double Bedrooms with En-Suite Shower Rooms

First Floor: Communal Shower Room, Double Guestroom, Double Guestroom with En-Suite Shower Room

Second Floor: Two Double Attic Bedrooms
Basement (Smoke Damaged)



***GUIDE PRICE £185,000+ (plus fees)**



Number 14:

Ground Floor: Hallway, Kitchen Area, Double Guestroom with En-Suite Shower Room, Single Guestroom (with toilet and sink)
Basement (fire damaged)

First Floor: Communal Shower Room, Double Guestroom, Double Guestroom with En-Suite Shower Room

Second Floor: Double Guestroom

Outside: Car Park, Small Courtyard

ENERGY EFFICIENCY RATING: TBC

TENURE: Freehold

VACANT POSSESSION UPON COMPLETION

VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee



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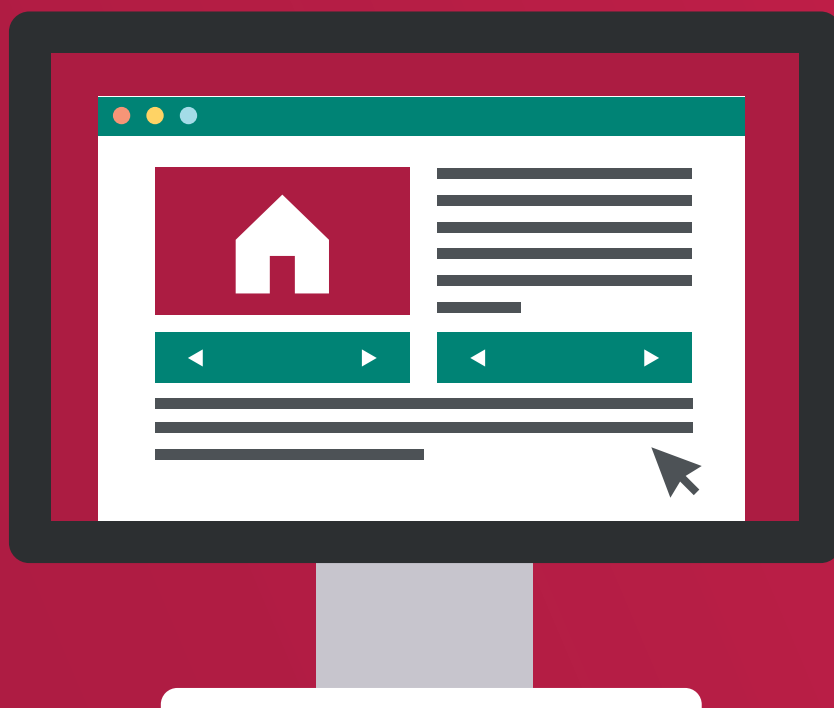
AUCTIONS

ONLINE AUCTIONS

**THE FOLLOWING LOTS ARE
BEING OFFERED ONLINE**

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FURTHER DETAILS**

www.sdlauctions.co.uk



A GUIDE TO ADDITIONAL FEES

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

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

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

FOR FURTHER INFORMATION

If you have any questions about a lot you would like to bid on, please phone us on 0161 774 7333 or email us at northwest@sdlauctions.co.uk

TYPES OF AUCTION SALE EXPLAINED

UNCONDITIONAL WITH FIXED FEE

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

- Be legally bound to buy the property
- Pay a 10% deposit, subject to a minimum of £5,000 (this will contribute towards the purchase price)
- Pay a Buyer's Fee of £1074 including VAT (unless an alternative Buyer's Fee has been listed)
- Pay any additional charges included in the special conditions of sale, which are available in the legal pack
- Exchange contracts on the fall of the hammer and sign the Contract of Sale and special conditions of sale held with the auctioneer or solicitor
- Complete the purchase within 20 business days (unless an alternative date has been specified in the special conditions of sale)

UNCONDITIONAL WITH VARIABLE FEE

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

- Be legally bound to buy the property
- Pay a 5% deposit, subject to a minimum of £5,000 (this will contribute towards the purchase price)
- Pay a Buyer's Fee of 4.8% including VAT or 4.2% including VAT in London, subject to a minimum of £6,000 including VAT. The Buyer's Fee does not contribute towards the purchase price.
- Exchange contracts on the fall of the hammer and sign the special conditions of sale held with the auctioneer or solicitor
- Complete the purchase within 20 business days (unless an alternative date has been specified in the special conditions of sale)

CONDITIONAL WITH RESERVATION FEE

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

- Pay a Reservation Fee of 4.8% including VAT or 4.2% including VAT in London, subject to a minimum of £6,000 including VAT. The Reservation Fee does not contribute towards the purchase price.
- Sign the reservation contract with the auctioneer
- Exchange contracts and complete the sale within 40 business days

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

ONLINE

394 CROMPTON WAY, BOLTON, GREATER MANCHESTER BL2 3AF

FOUR BEDROOM SEMI DETACHED HOUSE

PROPERTY DESCRIPTION:

Situated on the outskirts of Bolton. Ideally located for local amenities/shops and benefiting from a beautifully presented front and side garden and deceptively spacious living accommodation.

TENURE: See Legal Pack

VACANT POSSESSION UPON COMPLETION

ENERGY EFFICIENCY RATING: D

VIEWING:

Viewings by arrangement with Joint Agent, Miller Metcalfe - Bolton, Tel: 01204535353

AUCTION TYPE: Conditional with Reservation Fee.

***GUIDE PRICE £135,000+ (plus fees)**



ONLINE

1 REGENT STREET, HINDLEY, GREATER MANCHESTER WN2 3HG

TWO BEDROOM BUNGALOW

PROPERTY DESCRIPTION:

A well presented true bungalow, quietly tucked away, yet centrally located with the town centre within walking distance, offering a great external and internal space.

TENURE: See Legal Pack

VACANT POSSESSION UPON COMPLETION

ENERGY EFFICIENCY RATING: E

VIEWING:

Viewings by arrangement with Joint Agent, Miller Metcalfe - Hindley, Tel: 01942313525

AUCTION TYPE: Conditional with Reservation Fee.

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



ONLINE

45 KENYON WAY, LITTLE HULTON, MANCHESTER, GREATER MANCHESTER M38 0EP

THREE BEDROOM SEMI DETACHED HOUSE

PROPERTY DESCRIPTION:

Boasting off road parking for several cars, flexible living accommodation, three bedrooms, a family bathroom and a sunny aspect rear garden. Currently achieving £540 pcm.

TENURE: See Legal Pack

SUBJECT TO TENANCY

ENERGY EFFICIENCY RATING: D

VIEWING:

Viewings by arrangement with Joint Agent, Indlu Denton, Tel: 01615372727

AUCTION TYPE: Conditional with Reservation Fee.

***GUIDE PRICE £95,000+ (plus fees)**



ONLINE

21 CREDITON CLOSE, BLACKBURN, LANCASHIRE BB2 4NP

THREE BEDROOM END TERRACE HOUSE

PROPERTY DESCRIPTION:

The property has a fantastic dining kitchen and a modern bathroom suite with various other features including a modern hang on the wall fire to the lounge and a conservatory to the rear.

TENURE: See Legal Pack

VACANT POSSESSION UPON COMPLETION

ENERGY EFFICIENCY RATING: D

VIEWING:

Viewings by arrangement with Joint Agent, Hilarys Estate Agents, Tel: 01254 696333

AUCTION TYPE: Conditional with Reservation Fee.

***GUIDE PRICE £91,000 (plus fees)**



ONLINE

5 MONTROSE AVENUE, TONGE MOOR, BOLTON, GREATER MANCHESTER BL2 2QX

TWO BEDROOM SEMI DETACHED

PROPERTY DESCRIPTION:

Close to local amenities and with great commuting links, this property is ideally located for all. Additional benefits include gas central heating and UPVC double glazing.

TENURE: See Legal Pack

VACANT POSSESSION UPON COMPLETION

ENERGY EFFICIENCY RATING: D

VIEWING:

Viewings by arrangement with Joint Agent, Newton & Co - Bolton, Tel: 01204 329975

AUCTION TYPE: Conditional with Reservation Fee.

***GUIDE PRICE £90,000+ (plus fees)**



You can now book
viewings on our website
www.sdlauctions.co.uk

SDL AUCTIONS

ONLINE

18 MONMOUTH STREET, MOUNTAIN ASH, MID GLAMORGAN CF45 3NJ

TWO BEDROOM TERRACE HOUSE

PROPERTY DESCRIPTION:

Benefits from lounge, kitchen, bathroom and two good sized bedrooms. It would make a great first time buy or investment for a potential buyer.

TENURE: See Legal Pack

VACANT POSSESSION UPON COMPLETION

ENERGY EFFICIENCY RATING: E

VIEWING:

Viewings by arrangement with Joint Agent, Nextoria - Levenshulme, Tel: 01616379595

AUCTION TYPE: Conditional with Reservation Fee.

***GUIDE PRICE £55,000+ (plus fees)**



ONLINE

FLAT 1 THE VICTORY, 165 UNION STREET, OLDHAM, MANCHESTER, MERSEYSIDE OL1 1TD

ONE BEDROOM APARTMENT

PROPERTY DESCRIPTION:

Conveniently located close to Oldham Town Centre and its amenities. The development has the benefit of a lift to all floors and the accommodation on offer briefly comprises; entrance hallway, lounge, kitchen, bedroom and bathroom w.c. The property has the benefit of uPVC double glazing, under floor electric heating and security intercom access. The property currently has a sitting tenant with a rental of £425pcm

TENURE: See Legal Pack

SUBJECT TO TENANCY

ENERGY EFFICIENCY RATING: B

VIEWING:

Viewings by arrangement with Joint Agent, Belvoir - Bury, Tel: 0161 764 8525

AUCTION TYPE: Unconditional with Reservation Fee.

***GUIDE PRICE £41,000 (plus fees)**



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7th August 2019**

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fall through rate

PURCHASER PAYS

a reservation fee to secure the property

EXCHANGE FIXED

and completion dates, certainty of sale giving your clients



PROXY, TELEPHONE & INTERNET BIDDING FORM

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

<input type="checkbox"/> Telephone	<input type="checkbox"/> Proxy	<input type="checkbox"/> Internet	Lot No <input type="text"/>	Date of Auction <input type="text"/>
------------------------------------	--------------------------------	-----------------------------------	-----------------------------	--------------------------------------

I hereby instruct and authorise SDL Auctions to bid on my behalf in accordance with the terms and conditions as set out in this catalogue and I understand that should my bid be successful the offer will be binding upon me.

LOT DETAILS

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

PURCHASER DETAILS

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

BIDDER DETAILS

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

SOLICITOR DETAILS

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

PAYMENT REQUIREMENTS

ALL SUCCESSFUL PURCHASERS ARE REQUIRED TO PAY EITHER:

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

Please see overleaf for Payment Details

PAYMENT DETAILS

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

Card Number:

Valid from: Expires End: Issue: CSC:

Name (as it appears on card):

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

TERMS & CONDITIONS FOR PROXY, TELEPHONE & INTERNET BIDDING

Anyone not able to attend the Auction to make their own bids may utilise the facilities available for telephone, internet or written (proxy) bids on the following Terms and Conditions in addition to the Buyer's Terms.

- The Bidder must complete a separate authority form for each Lot involved, and provide a separate Banker's Draft or Building Society Draft or Debit Card details (cleared funds) relevant to the method of sale (unconditional, unconditional with reservation fee or conditional with reservation fee) as outlined in the Payment Requirements Section of this form.
- The form must be hand delivered, posted or emailed to the relevant auction office to arrive prior to the auction day. It is the Bidder's responsibility to check that the form is received by SDL Auctions and this can be done by telephoning the office.
- Due to money laundering obligations we require two forms of identity for the bidder and buyer (if different), one photo identification i.e passport or driving licence and one proof of address i.e bank statement or utility bill, no more than 3 months old. By signing this agreement you understand that we will undertake a search with Experian for the purposes of verifying your identity. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. This system allows us to verify you from basic details using electronic data, however it is not a credit check of any kind so will have no effect on you or your credit history. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained.
- The Bidder shall be deemed to have read the 'Buyer's Terms', the particulars of the relevant Lot in the Catalogue and the General and the full legal pack including the Special Conditions of Sale. The Bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum and any of the addendum relating to the relevant Lot. The addendum can, and should, be checked by visiting our website www.sdlauctions.co.uk or at the Auction prior to bidding.
- In the case of telephone bids, at about the time the Lot comes up for auction, attempts will be made to contact the Bidder by telephone and, if successful, the Bidder may then compete in the bidding through the Auctioneer's staff.

The Bidder accepts that such contact is at the Bidder's risk and in the event that the telephone or internet link is not established, or breaks down, or there is any confusion or disruption, then the Bidder will not be able to participate in the Auction. The Auctioneer will not be held responsible for instructions or authorisations given to them which are unclear or incomplete and these bids will not be accepted.

If it is impossible to obtain telephone contact or the link breaks down, the Auctioneer is authorised to continue to bid on behalf of the telephone bidder up to the maximum bid stated on this form. If internet connection is lost the Auctioneer is authorised to continue to bid on behalf of the internet bidder up to the maximum bid stated on this form.
- In the case of internet bidding, all bidders who have registered can commence bidding when the intended Lot is being offered, however SDL Auctions do not take any liability or responsibility should there be any interruption or suspension of internet services.
- In the case of written bids, SDL Auctions staff will compete in the bidding up to the maximum of the authorisation. If no maximum is inserted, SDL Auctions will not bid. SDL Auctions do not guarantee to regulate the bidding so that the maximum authorised bid actually falls to the written bidder.
- SDL Auctions reserve the right not to bid on behalf of the telephone/written/ internet Bidders in the event of any error, doubt, omission, uncertainty as to their bid, or for any reason whatsoever, and give no warranty, or guarantee, that a bid would be made on behalf of the Bidder and accept no liability.
- In the event that the telephone/written or internet bid is successful the Auctioneer will sign the Contract for Sale or Reservation Agreement on behalf of the Bidder (a Contract having been formed on the fall of the hammer).
- In the event of a contract the deposit monies will be applied so far as necessary to meet the requirement for a 10% or 5% deposit (whichever is applicable) subject to a minimum of £5,000 per Lot, plus the Buyer's Fee or Reservation Fee (whichever is applicable), however if monies are received over the relevant deposit amount, this will result in the purchaser paying a lesser sum on completion.
- Once delivered to the Auctioneer the authority to bid is binding on the Bidder up to 8.00pm on the day on which the particular Lot is auctioned. This is to allow for the possibility of a Seller agreeing to sell post auction where the bidding has not reached the reserve.
- The authority can only be withdrawn by notification in writing delivered to the auction office by 4pm the day before the Auction or into the hands of the Auctioneer in the Auction Room half an hour before the start of that day's auction. It is the Bidder's responsibility to obtain a receipt on a copy of the withdrawal notification signed by one of the Auctioneers and without such a receipt the authority stands and any successful contract is binding on the Bidder.
- If the Bidder, or an agent, actually bids at the Auction without having previously withdrawn the authority, the Auctioneer is at liberty to accept such bid in addition to any bid from SDL Auctions staff as empowered under the telephone/written/internet authority. SDL Auctions would have no liability whatsoever if the price achieved is the result only of this competition in bidding without intervention from other bidders.
- The receipt of a telephone, written or internet bid shall not in any way hinder the right of the Seller to withdraw any Lot or to sell prior to auction to a third party and neither the Seller nor SDL Auctions shall be under any liability to the telephone or written Bidder in the event that the Lot is not offered at the Auction.
- The Auctioneer may disclose to the Seller the existence of these instructions but not the amount of the maximum bid.

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

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

Signature of prospective purchaser

Date of Signature

BUYER TERMS OF SDL AUCTIONS LIMITED (SDL)

TERMS AND CONDITIONS FOR BIDDING AND BUYING AT AUCTION

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

SDL operates three types of auction sale:

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

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

TERMS AND CONDITIONS:

1. ABOUT THESE TERMS

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

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

2. INFORMATION ABOUT US AND HOW TO CONTACT US

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

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

3. INTERPRETATION

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

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

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

4. TYPES OF SALE

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

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

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

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

5. TERMS THAT APPLY TO UNCONDITIONAL WITH FIXED FEE LOTS

51 If you are the highest bidder, you must:

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

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

6. TERMS THAT APPLY TO UNCONDITIONAL WITH VARIABLE FEE LOTS

61 If you are the highest bidder, you must:

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

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

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

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

7. TERMS THAT APPLY TO CONDITIONAL WITH RESERVATION FEE LOTS

7.1 If you are the highest bidder, you must:

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

Worked example for variable fees: If the final agreed sale price of the Property was £250,000, the Reservation Fee/Variable Buyer's Fee would be £12,000 if the Property was outside London. If the Property was in London with the same final agreed sale price, the Reservation Fee/Variable Buyer's Fee would be £10,500. If the final agreed sale price was £110,000 the Reservation Fee/Variable Buyer's Fee would be £6,000 as 4.8% of that final agreed sale price would give a Reservation Fee/Variable Buyer's Fee of £5,280 which is less than the minimum £6,000 (examples inclusive of VAT).

TERMS THAT APPLY TO ALL LOTS

8. WHAT YOU SHOULD DO BEFORE BIDDING

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

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

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

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

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

9. OUR ROLE

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

- 9.1.1** Prepare the auction catalogue and advertisements for the lots;
- 9.1.2** Offer each lot for sale and combine or divide lots;
- 9.1.3** Receive and hold deposits;
- 9.1.4** Receive auction fees including a Buyer's Fee;
- 9.1.5** Receive Reservation Fees;
- 9.1.6** Accept bids for the lots (including pre- or post-auction);
- 9.1.7** Decline bids for the lot at our discretion;
- 9.1.8** Change the type of sale for a lot at our discretion;
- 9.1.9** Regulate bidding increments and the order of lots;
- 9.1.10** Accept proxy bids;
- 9.1.11** Resolve bidding disputes;
- 9.1.12** Re-offer a lot for sale following bidding disputes;
- 9.1.13** Bid on behalf of the seller up to the reserve price;
- 9.1.14** Sign reservation agreements on behalf of the seller;
- 9.1.15** Sign the contract of sale on behalf of the seller;
- 9.1.16** Sign the memorandum of sale on behalf of the seller;
- 9.1.17** Carry out the exchange of contracts;
- 9.1.18** Repudiate a contract between the seller and buyer;
- 9.1.19** Change the date or time of the auction at our discretion;
- 9.1.20** End the auction early or cancel the auction without giving a reason; and
- 9.1.21** Withdraw lots from auction at our discretion.

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

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

10. RESERVE PRICE

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

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

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

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

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

11. GUIDE PRICE

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

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

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

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

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

12. CHECKING FOR UPDATES

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

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

12.3 You can check for updates by:

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

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

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

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- 21.4.1 Refrain from agreeing to another reservation or sale of the property;
- 21.4.2 Refrain from allowing third parties to view the property with a view to buying it;
- 21.4.3 Refrain from encumbering the property;
- 21.4.4 Refrain from sending or giving instruction to send a contract of sale to any other person in relation to the property;
- 21.4.5 Use all reasonable endeavours to proceed to a formal exchange of contracts within the exclusivity period; and
- 21.4.6 Supply all documentation and information necessary to enable the completion of the sale within the exclusivity period.
- 22. OBLIGATIONS UNDER A CONTRACT OF SALE**
- 22.1 As soon as your bid is accepted at the close of the auction of an unconditional lot, a contract of sale is entered into.
- 22.2 Under the contract of sale, you must:
- 22.2.1 Provide all necessary information reasonably required to complete the formal contract of sale;
- 22.2.2 Provide all necessary identification and proof of address documentation;
- 22.2.3 Take all necessary measures to complete the sale within 20 business days (or as otherwise stated in the special conditions);
- 22.2.4 Sign a formal written contract if requested to do so;
- 22.2.5 Pay any applicable Buyer's Fee (see clauses 5-7);
- 22.2.6 Pay a deposit (see clauses 5-7); and
- 22.2.7 Complete the sale (and pay the full purchase price) within 20 business days (or as otherwise specified in the special conditions).
- 22.3 If you fail to comply with the conditions set out above, we may (as agent for the seller) treat you as being in repudiatory breach of the contract of sale and so treat that contract as at an end. This means we can re-offer the property for sale. You will not be able to recover your deposit or Buyer's Fee and the seller will have a claim against you for breach of contract.
- 23. DEPOSITS**
- 23.1 If you pay a deposit (see clauses 5-7), we will hold that deposit as stakeholder for the seller (subject to clause 23.6).
- 23.2 The deposit is non-refundable. If you withdraw from the sale, you will not get your deposit back. We will pay the deposit to the seller's solicitor/conveyancer.
- 23.3 If the seller withdraws from the sale, we will return the deposit to you or your solicitor/conveyancer.
- 23.4 When the sale completes, we will pass the deposit to the seller's solicitor/conveyancer and it will be deducted from the purchase price of the property.
- 23.5 We may retain the sale memorandum or contract of sale signed by or on behalf of the seller until the deposit has been received in cleared funds.
- 23.6 If you pay the deposit but do not pay your Buyer's Fee on time, we may deduct the amount of the outstanding fees from the deposit. This means that the amount passed to the seller's solicitor/conveyancer will be the deposit less any fees that have been deducted and you will need to make up this difference when you pay the full purchase price.
- 23.7 Interest earned on the deposit (if any) will be passed to whoever the deposit is passed to.
- 24. PAYMENT**
- 24.1 Fees and deposits must be paid via the online bidding system in the case of online auctions, and via debit card in the case of in-room auctions.
- 24.2 We do not accept cheques.
- 24.3 You cannot use a credit card or cash to pay any part of the deposit.
- 24.4 If you attend an in-room auction, you must pay the appropriate fees and deposits before leaving the auction.
- 24.5 If you fail to pay fees or the deposit before exiting the online bidding system or before leaving the auction venue, we can (as agent for the seller) treat the contract of sale or reservation agreement as repudiated (terminated) and re-offer the lot; if we do this, the seller may take legal action against you. Alternatively, we may sign the appropriate documents (memorandum of sale, contract of sale, or reservation agreement) on your behalf.
- 24.6 We may refer unpaid debts to debt collection agents. We may share your information with agents for this purpose. We may pass on the cost of recovering the debt to you.
- 25. BETWEEN THE END OF THE AUCTION AND COMPLETION**
- 25.1 From the date of the contract of sale the seller does not have a responsibility to insure the lot and you bear all risks of loss or damage unless the lot is sold subject to a tenancy that requires the seller to insure the lot or the special conditions require the seller to insure the lot.
- 25.2 If the seller is required to insure the lot, then the seller:
- 25.2.1 Must show you, on request, all relevant insurance details;
- 25.2.2 Must use reasonable endeavours to maintain the policy;
- 25.2.3 Gives no warranty as to the adequacy of the insurance;
- 25.2.4 Must, at your request, use reasonable endeavours to have your interest noted on the policy if it does not cover a contracting purchaser; and
- 25.2.5 Must hold on trust for you any insurance pay outs made under the policy, and you must, on completion, reimburse the seller for the cost of that insurance policy.
- 25.3 No damage or destruction of the lot, nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price or to delay completion or to refuse to complete.
- 25.4 You have no right to enter into occupation of the lot before completion.
- 26. PROOF OF IDENTITY AND RESIDENCE**
- 26.1 We may ask you for proof of identification and documents evidencing residence in order to comply with our legal obligations.
- 26.2 If we ask you for proof of identification and residence before the auction and you do not provide the necessary documentation, we may prevent you from bidding and we will not be liable to you for any losses suffered as a result.
- 26.3 If you refuse to provide such identification, the sale will not go ahead, and you will lose any deposit, Buyer's Fee, or Reservation Fee that you have paid.
- 26.4 We may share your identification information with third party referencing providers. The third party referencing provider will run a check using your personal data, but it will not affect your credit rating.
- 26.5 Where the deposit or fees are paid from a bank account in someone else's name, we may require that person to provide us with appropriate identification.
- 26.6 Where there is more than one buyer, we require all buyers to provide appropriate identification.
- 26.7 If you are bidding as agent for someone else, we require appropriate identification from both you as agent and the principal.
- 27. CONFLICTS OF INTEREST**
- 27.1 We are legally required to disclose to you any conflict of interest that we may have with the seller, and we are required to disclose to the seller any conflict of interest we may have with you.
- 27.2 If you think you might have a conflict of interest with us (for instance, because you or a family member works for SDL), please let us know as soon as possible so that we can comply with our obligation to notify the seller.
- 27.3 If we know of a potential conflict of interest between us and the seller, we will include it in the information about the property. Sometimes, we do not find out about potential conflicts straight away, so always check the property information again before bidding.
- 28. WITHDRAWING FROM THE SALE**
- 28.1 If you are the winning bidder, you are legally obliged to buy the property.
- 28.2 If you withdraw from the sale before completion, there will be several consequences:
- 28.2.1 You will lose any non-refundable deposit that you have paid;
- 28.2.2 You will lose any non-refundable Buyer's Fee that you have paid;
- 28.2.3 You will lose any non-refundable Reservation Fee that you have paid;
- 28.2.4 You will remain liable for any fees or deposits that are due from you but have not yet been paid (and we may take legal action against you to recover those fees or deposits); and
- 28.2.5 The seller may take legal action against you for breach of contract.
- 28.3 If you fail to complete the sale by the completion date, we can re-offer the property for sale without any obligation owed to you and you will lose your non-refundable fees and deposits.
- 29. CONDITIONS OF SALE**
- 29.1 The following conditions apply to all buyers and sellers at auction (both in-room and online as well as pre- and post-auction bids). By bidding, you (as buyer) agree to be bound by these terms.
- 29.2 **Title.** You accept the title of the seller to the lot at the auction date and you cannot raise a requisition or objection to any of the documents made available before the auction or any other matter as to title until after the contract date.
- 29.3 **Provision of registration documents.** If the lot is registered land the seller must give to you, within 5 business days of the auction, an official copy of the entries on the Land Registry and the title plan unless these documents have already been made available to you prior to sale. If the lot is not registered, the seller must give you, within 5 business days of the auction, an abstract of title starting from the root of title and must give you the original or an examined copy of every relevant document. If the title is in the course of registration, the seller must give you certified copies of the application for registration, evidence that all applicable Stamp Duty Land Tax relating to the application has been paid, and a letter under which the seller agrees to use all reasonable endeavours to answer any requisitions and to send the completed registration documents to you. You have no right to object to or make requisitions on any title information more than 7 business days after that information has been given to you.
- 29.4 **Full title guarantee.** Unless otherwise stated in the special conditions of sale, the seller sells to you with full title guarantee except that:
- (a) The covenant in s3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection – those are to be treated as within your actual knowledge; and
- (b) The covenant set out in s4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- 29.5 **Transfer.** Unless a form of transfer is prescribed in the special conditions, you must supply a draft transfer document to the seller at least 10 business days before the agreed completion date and the engrossment (signed as a deed if necessary) 5 business days before that date or, if later, 2 business days after the draft has been approved by the seller. The seller must approve or revise the draft within 5 business days of receiving it from you.
- 29.6 **Indemnity.** If the seller has any liability (other than to you) in relation to the lot or a tenancy relating to the lot following completion, you must covenant in the transfer document to indemnify the seller against that liability.
- 29.7 **Transfer to other parties.** The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.
- 29.8 **New lease.** Where the special conditions state that the seller is to grant a new lease to you, the conditions are to be read so that the transfer refers to the new lease, the seller to the proposed landlord, and the buyer to the proposed tenant. The form of new lease is that described by the special conditions. The seller must produce, at least 5 business days before the agreed completion date, the counterpart lease which you are to sign and deliver to the seller on completion.
- 29.9 **Completion.** Completion is to take place at the offices of the seller's solicitor/conveyancer unless otherwise agreed. The amount payable on completion is the balance of the sale price adjusted to take account of apportionments plus VAT () and interest less any deposit already paid. Payment must be made in pounds sterling by direct transfer to the seller's solicitor/conveyancer.
- 29.10 **Notice to complete.** Either you or the seller may on or after the agreed completion date give the other notice to complete within 10 business days making time of the essence. The person giving the notice must be ready, willing and able to complete. If you fail to comply with a notice to complete the seller may, without affecting any other remedy it has, terminate the contract, claim the deposit and any interest on it, forfeit the deposit and any interest on it, resell the lot, and claim damages from the buyer. If the seller fails to comply with a notice to complete from you, you may (without affecting your other remedies) terminate the contract and recover the deposit and any interest on it.
- 29.11 **Contract brought to an end.** If the contract of sale is brought to an end, you must return all papers to the seller and appoint the seller as your agent to cancel any registration of the contract and the seller must return the deposit and any interest on it to you unless it is entitled to forfeit the deposit.
- 29.12 **Landlord's licence.** Where a lot is or includes leasehold land and a licence to assign or sublet is required, the contract of sale is conditional on that licence being obtained, by way of formal licence. The agreed completion date is not to be earlier than the date 5 business days after the seller has given notice to you that the licence has been obtained. The seller must use all reasonable endeavours to obtain the licence at its expense and enter into any Authorised Guarantee Agreement properly required. You must promptly provide references and other relevant information and comply with the landlord's lawful requirements.

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

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Friday 25th October
Friday 13th December

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

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

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Wednesday 5th June
Wednesday 7th August
Thursday 10th October
Thursday 28th November

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Nottingham

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

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