# **SDL** AUCTIONS

# GRAHAM PENNY NOTTINGHAM CATALOGUE



NOTTINGHAM AUCTION

Thursday 6th June 2019 at 11.30am

Nottingham Racecourse Colwick Park Nottingham NG2 4BE

0115 958 8702

www.sdlauctions.co.uk

# **AUCTION VENUES**

# NOTTINGHAM

# Thursday 6th June 2019

Nottingham Racecourse, Colwick Park, Nottingham NG2 4BE

Registration desk opens at 10.30am

Auction commences at 11.30am

<mark>31 lots</mark> Pages 11 - 37



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www.sdlauctions.co.uk

SEE THE BACK OF THIS CATALOGUE FOR THE FULL 2019 AUCTION CALENDAR www.sdlauctions.co.uk

# **MESSAGE FROM THE AUCTIONEER**

# **Andrew Parker**

Managing Director & Auctioneer at SDL Auctions

# Welcome to our Nottingham June auction catalogue

Ah



It's time for our third Nottingham auction of the year at Nottingham Racecourse.

We have another busy catalogue of 35 lots being offered for sale in the auction room on Thursday 6th June and via our online auctions.

The pages of this catalogue are filled with bungalows and houses, mixed use sites, commercial properties and development land, ensuring there is something for all types of buyer.

For landlords, we have a number of ideal rental properties going under the hammer including **536 Woodborough Road in Mapperley (LOT 5)**. This three double bedroomed end terraced house is ideally located for access to the city centre and has an attractive \*guide price of £82,000+ (plus fees).

Another rental or investment property is a three bedroomed detached house at **23 Hartington Avenue in Carlton (LOT 30)**. In a cul-de-sac location this traditional property benefits from a generous sized rear garden has a guide price of £148,000+ (plus fees).

A property for sale with a tenant already in place is **Flat 36 at Southchurch Court in Clifton (LOT 3)**. This two bedroomed flat on the fifth floor is currently receiving £400pcm in rental income, representing a high yield investment opportunity. The guide price is £40,000+ (plus fees).

Over in Long Eaton, **Apartment 1 & Apartment 2 at 68 Hey Street (LOT 9)** is a pair of two attractive apartments set in a period semi-detached property and currently let producing £14,400pa. The guide price is £180,000+ (plus fees).

If it's a ready-to-move-into property you're looking for, then **1a Dexter Avenue in Grantham (LOT 14)** could be an ideal purchase. This well-presented two bedroomed bungalow boasts a recently extended kitchen and has a generous lounge/diner and a guide price of £49,000+ (plus fees).

At **1 Mansfield Road in Annesley (LOT 8)** is a unique five bedroomed cottage which was formally part of the Annesley Hall Estate. Occupying a delightful secluded setting the property has been converted into one large dwelling but could easily be converted back into two separate properties, subject to planning permissions. Internally the property hosts a wealth of character and charm including cast iron Victorian fireplaces and exposed beams. This excellent development opportunity has a guide price of only £180,000+ (plus fees).

Close to Trent Bridge Cricket Ground at **104 Radcliffe Road in West Bridgford (LOT 27)** is a substantial semi-detached property currently arranged as four self-contained flats plus one room and separate shower room. With a guide price of £250,000+ (plus fees) the vendor has advised that the property is currently fully let with a combined rental income of £27,900pa.

Also in West Bridgford at **147 Trent Boulevard (LOT 28)**, is an excellent investment opportunity to acquire a three storey office development currently let to a Housing Association on a 5 year lease at £21,000pa. Arranged over three floors, the offices are in excellent condition and benefits from six dedicated car parking spaces. The guide price is £180,000+ (plus fees).

Anyone looking to bid on a mixed use property should take a look at **32 High Street in Stanton Hill, Sutton in Ashfield (LOT 18)**. With a guide price of £73,000+ (plus fees), this three-storey building has a retail unit on the ground floor and a spacious two bedroomed apartment over two further floors above.

An excellent investment opportunity is **1 Kimberley Road in Nuthall (LOT 29)**. A spacious extended four bedroomed detached house, which would benefit from some internal modernisation, and has a guide price of £255,000+ (plus fees).

If you're interested in any of the lots in this catalogue, please visit our website to download the legal packs and view further property details. If you're not able to make it to the Nottingham auction, then you can submit a Proxy, Telephone and Online Bidding Form – found on page 45 of this catalogue – or you can watch all the auctions live from our website.

#### We're already inviting entries to our next Nottingham auction on Friday 9th 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 0115 958 8702.

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.

# **MEET THE NOTTINGHAM 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 nottingham@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 0115 958 8702 or by email (marketing@sdlauctions.co.uk)

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

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

# PHOTOGRAPHIC ID

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

# **EVIDENCE OF ADDRESS**

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

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

# WHAT ELSE DO I NEED TO BRING ...

- If I am bidding as an agent for the buyer?
  - Written authority from the buyer stating they give you authority to bid on their behalf.
  - ID for the bidder and buyer
- If there is more than one individual purchasing jointly?
  - ID is required for each buyer.
- If the provider of funds is different to the bidder or buyer?
  - ID for the funds provider
  - ID for the bidder and buyer
- If I am bidding for a Limited company or Limited Liability Partnership (LLP)?
  - ID for the bidder
  - Certificate of incorporation
  - Proof of registered office address

- Full names of board of directors (unless company is listed on a regulated market)
- ID for shareholders holding more than 25% of share capital
- If I am bidding for an unincorporated business or partnership?
  - ID for the bidder
  - Written authority from the company that you have the authority to purchase on behalf of the company at the auction
- If I am bidding for a Trust (or similar)?
  - ID for the bidder
  - ID for each beneficial owner
  - ID relating to the settler of the trust
  - ID for each trustee

# **REGISTRATION OF BIDDERS**

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

#### **BIDDERS NO:**

#### **BIDDER DETAILS**

Title:	
First Name:	Surname:
Company:	
Address:	
Postcode:	Telephone:
Email:	

#### **BUYERS DETAILS**

#### \* ONLY APPLICABLE IF BIDDING ON SOMEONE ELSES 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	
Other:	Passport:	Driving Licence:	Bank Statement:	Utility Bill:
Μ	EANS OF DEPOS			
Banl	kers Draft:	Debit Card:	Building Society Draft:	
	-	ee to the Buyer's Terms and will on with the above bidders numbe	be bound by those terms. I hereby ac er.	cknowledge that I take full

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

DATE:

# A COFFEE WITH...

# Jessica Royce

Auction Expert at SDL Auctions

I have worked for SDL Auctions for 18 months within our Auction Partners team. Prior to that I worked in an estate agency branch which has given me a good understanding of what our auction partners are looking for and helps me build relationships with the agents I work with across the Nottinghamshire area. I should clarify at this point, we can have a coffee but it has to be without milk – I can't stand milk!



#### What is your business motto?

'Persistence beats resistance' or 'work hard in silence and success will bring the noise'.

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

We are always striving for the best for our clients, customers and agents alike. We're able to offer choice to our clients and look to always be the best we can be with the service we provide.

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

It is hectic to say the least, but morale is always high with plenty of office banter!

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

I like to think that I switch off when I leave the door at 5 o'clock but the truth is I dream auctions. I am always looking for the next opportunity for our vendors and clients and striving to secure the next deal.

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

People buy into people and know people and therefore it is always about making that impression and creating opportunity to acquire new business and retain existing clients and customers.

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

A previous colleague of mine, Sally, who from the first time I met her, I aspired to be her. Likeable, knew her stuff, delivered everything she taught with such compassion and wanted to always strive to make things better. I haven't given up trying to be Sally and will continue to do so, as well as aiming to inspire a new generation of property experts to have the same hunger.

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

Being awarded 'Top Negotiator in the Midlands' in 2015 in my first year in the property sector.

#### What drives and motivates you?

Job satisfaction definitely! If I have helped someone or done a good job and received feedback from happy clients and customers then I can feel that satisfaction, and that is what I live for.

# If you hadn't been an Auction Expert, what would you do instead?

The dream would have been to be on the West End or performing every day! The reality is that if I did that I probably wouldn't be able to afford to own a house or have stability and would probably have to retire at 40 due to injury, not to mention a very tired body and vocal chords! But we can all dream can't we?!

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

Early morning, early afternoon or early evening – usually associated with when I have been fed! I try to be at my best all day every day of course, but sometimes I just get home and slump on the sofa to watch Line of Duty or a bit of trashy TV!

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

Oooo yes! I love a good Facebook stalk or tweet to vent! I am also a frequent user of Instagram and LinkedIn. If you are reading this and looking for your next property investment, get over to my LinkedIn to see what we have to offer.

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

Jeremy Jordan or Sutton Foster (I'm a musical theatre geek!) and I would probably choose an Espressotini over a coffee in NYC!

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

Just in case my day job wasn't enough – I also have a part time job as a dance and musical theatre teacher! I am currently working with a group of varying ages, abilities and backgrounds who have been given lottery funding. The project I am working on focuses on giving confidence to children to be able to stand on a stage and perform and seeing that I have made a difference to their lives is where I get that buzz. I occasionally do some performing myself and will be appearing in Chicago at the Lakeside Theatre in Nottingham in July.



# **DEPOSITS** Important Information

Properties may be subject to a 5% or 10% deposit\* (subject to a £5000 minimum deposit) which is payable on the exchange of contracts.

Deposits can be paid by debit card or bankers draft.

There is also a Buyer's Fee or Reservation Fee to pay when you win the bid. An explanation of additional fees can be found in the Buyer's Terms.

\*Unless stated otherwise in the legal pack.

# NO LONGER ACCEPTING CHEQUES

All deposits must be paid by:-

Bank/Building Society Draft

Debit Card

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

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

# www.sdlauctions.co.uk

#### 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 - <u>www.sdlauctions.co.uk</u> - 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 0115 958 8702 or email us at nottingham@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)

### **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

### 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)

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

LOT 1.	16 Glaisdale Drive East, Nottingham	£50,000+
LOT 2.	67 St Anns Valley, Nottingham	£78,000+
LOT 3.	Flat 36 Southchurch Court, Clifton, Nottingham	£40,000+
LOT 4.	7 Beighton Street, Sutton in Ashfield, Nottingham	£46,000+
LOT 5.	536 Woodborough Road, Mapperley, Nottingham	£82,000+
LOT 6.	49 Hadbury Road, Nottingham	£100,000+
LOT 7.	94 Westleigh Road, Nottingham	£110,000+
LOT 8.	1 Mansfield Road, Annesley, Nottingham	£180,000+
LOT 9.	Apartment 1 & Apartment 2, 68 Hey Street, Long Eaton, Nottingham	£180,000+
LOT 10.	143 Gladstone Street, Forest Fields, Nottingham	£98,000+
LOT 11.	85 St Stephens Road, Nottingham	£120,000+
LOT 12.	75 Sneinton Dale, Sneinton, Nottingham	£138,000+
LOT 13.	93 Gawthorne Street, Nottingham	£150,000+
LOT 14.	1A Dexter Avenue, Grantham, Lincolnshire	£49,000+
LOT 15.	Girton Farm Bungalow, New Lane, Girton, Newark	£195,000+
LOT 16.	Former Water Tower, Goldstraw Lane, Newark	£130,000+
LOT 17.	2 St Peters Court, Station Street, Mansfield	£185,000+
LOT 18.	32 High Street, Stanton Hill, Sutton in Ashfield, Mansfield	£73,000+
LOT 19.	13 Marlborough Road, Mansfield	£135,000+
LOT 20.	30 Netherton Road, Worksop	£46,000+
LOT 21.	34 Hazelby Road, Creswell, Worksop	£60,000+
LOT 22.	37 Claramount Road, Heanor, Derbyshire	£115,000+
LOT 23.	11 Station Road, Awsworth, Nottinghamshire	£88,000+
LOT 24.	8 Station Road, Ilkeston, Derbyshire	£55,000+
LOT 25.	25A - 26 Railway Road, Kings Lynn	£88,000+
LOT 26.	123 Alexandra Road, Wellingborough	£120,000+
LOT 27.	104 Radcliffe Road, West Bridgford, Nottingham	£250,000+
LOT 28.	147 Trent Boulevard, West Bridgford, Nottingham	£180,000+
LOT 29.	1 Kimberley Road, Nuthall, Nottingham	£255,000+
LOT 30.	23 Hartington Avenue, Carlton, Nottingham	£148,000+
LOT 31.	28 Maidstone Drive, Wollaton, Nottingham	£175,000+

### **16 GLAISDALE DRIVE EAST, NOTTINGHAM NG8 4LY**

#### THREE BEDROOMED SEMI DETACHED PROPERTY

#### **PROPERTY DESCRIPTION:**

We understand the property is of non-standard construction, however benefits from gas central heating and upvc double glazing. Situated close to excellent transport links to the city centre.

#### ACCOMMODATION:

LOT 1

Ground Floor: Entrance Porch, Lounge/Diner, Kitchen, Rear Lobby, Store First Floor: Landing, Three Bedrooms, Bathroom Outside: Driveway, Front Garden, Rear Garden

#### ENERGY EFFICIENCY RATING: E

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 £50,000+ (plus fees)



### 67 ST ANNS VALLEY, NOTTINGHAM NG3 3PW

# VACANT THREE BEDROOMED END TERRACED PROPERTY CLOSE TO NOTTINGHAM CITY CENTRE

#### **PROPERTY DESCRIPTION:**

LOT 2

Close to a good range of local amenities and transport links. The property benefits from part double glazing and the heating system is via warm air vents through St Anns Community Heating System. The property was previously let at £7380 per annum (£615 per calendar month) and offers excellent investment potential.

#### ACCOMMODATION:

Ground Floor: Entrance Hallway, Wc, Lounge/Diner, Kitchen First Floor: Landing, Three Bedrooms, Bathroom Outside: Front Garden, Rear Garden

#### ENERGY EFFICIENCY RATING: F

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 £78,000+ (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.

#### FLAT 36 SOUTHCHURCH COURT, CLIFTON, NOTTINGHAM NG11 8HQ

#### TWO BEDROOMED FLAT ON THE 5TH FLOOR

#### **PROPERTY DESCRIPTION:**

LOT 3

Situated in this high rise block within Clifton on the outskirts of Nottingham is a two bedroomed flat on the 5th floor. Currently tenanted, receiving £400 pcm, the property represents the potential to acquire a high yielding investment at this affordable guide price.

#### ACCOMMODATION:

Ground Floor: Communal Entrance Hall Fifth Floor: Private Entrance Hall, Lounge, Kitchen, Two Bedrooms, Bathroom

#### ENERGY EFFICIENCY RATING: C

TENURE: Leasehold

#### SUBJECT TO TENANCY

#### VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee





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

# LOT 4 7 BEIGHTON STREET, SUTTON IN ASHFIELD, NOTTINGHAM NG17 4EG

#### VACANT TWO STOREY COMMERCIAL PREMISES SUITABLE FOR A VARIETY OF USES SUBJECT TO PLANNING CONSENT

#### **PROPERTY DESCRIPTION:**

Ground floor workshop/trade counter space and office accommodation above. The business has been a successful family run textiles and pneumatics business for many years, however due to expansion and relocation the premises are being put up for sale. The building would suit anyone wanting to run a commercial business and lends itself to several different uses. The building is secure and has sliding shutters to the front leading directly into the workshop. The property may convert to residential, subject to obtaining the necessary planning consents.

#### **ACCOMMODATION:**

Ground Floor: Reception, Small Workshop, Main Workshop/Trade Counter Area

First Floor: Three Offices, Staff Kitchen, Ladies and Gents Wc Outside Area: Fire escape from rear of the ground floor workshop leads to a shared, free public car park.

#### 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 £46,000+ (plus fees)





### 536 WOODBOROUGH ROAD, MAPPERLEY, NOTTINGHAM NG3 5HB

#### THREE DOUBLE BEDROOMED END TERRACED HOUSE SITUATED IN A POPULAR LOCATION

#### **PROPERTY DESCRIPTION:**

Situated in a popular and convenient location close to a range of local amenities and for access to Nottingham city centre.

#### ACCOMMODATION:

LOT 5

Ground Floor: Living Room, Dining Room, Kitchen, Bathroom, Cellar access First Floor: Two Bedrooms Second Floor: Bedroom Outside: Rear 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 £82,000+ (plus fees)



### 49 HADBURY ROAD, NOTTINGHAM NG5 1JZ

#### THREE BEDROOMED SEMI DETACHED HOUSE

#### **PROPERTY DESCRIPTION:**

LOT 6

Situated in a popular residential location close to Nottingham city centre and with excellent transport links. The property requires upgrading, however benefits from gas central heating and upvc double glazing.

#### ACCOMMODATION:

Ground Floor: Entrance Door, Lounge, Kitchen First Floor: Landing, Three Bedrooms, Bathroom Outside: Shared Driveway, Front Garden, Rear Garden

#### 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 fixed fee

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



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# SDL AUCTIONS

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### 94 WESTLEIGH ROAD, NOTTINGHAM NG8 6JY

#### WELL PRESENTED THREE BEDROOMED SEMI DETACHED HOUSE WITH GAS CENTRAL HEATING AND DOUBLE GLAZING SITUATED IN A POPULAR LOCATION

#### **PROPERTY DESCRIPTION:**

LOT 7

Situated close to local amenties and transport links to Nottingham city centre. The property also benefits from car standing to front and a delightful enclosed rear garden. Viewing strongly advised.

#### ACCOMMODATION:

Ground Floor: Entrance Hallway, Breakfast Kitchen, Lounge with log burner, Rear Lobby, Wc First Floor: Landing, Three Bedrooms, Bathroom Outside: Front block paved driveway with parking for two vehicles, enclosed rear garden

#### 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 fixed fee

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

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\*Please see Buyer's Terms for definition of guide price and auction fees LOT 8 1 MANSFIELD ROAD, ANNESLEY, NOTTINGHAM NG15 0AR



#### A UNIQUE FIVE BEDROOMED COTTAGE BACKING ONTO OPEN COUNTRYSIDE IN A TUCKED AWAY POSITION

#### **PROPERTY DESCRIPTION:**

A unique five bedroomed cottage which was formally part of the Annesley Hall Estate. Occupies a delightful secluded setting conveniently positioned for excellent road network connections. The property has been converted into one large dwelling but could easily be converted back into two separate properties, subject to obtaining the relevant planning permissions.

Internally the property boasts a wealth of character and charm to include cast iron Victorian fireplaces and exposed beams. We believe there is an oil fired central heating system and septic tank drainage. The property would benefit from upgrading internally.

There is a good range of amenities locally in Hucknall to the south, including large supermarkets and other retail outlets. From Hucknall there are links to Nottingham by train, bus or tram. There is an alternative range of amenities in Kirkby in Ashfield, Sutton in Ashfield or Mansfield to the north.

#### **ACCOMMODATION:**

Ground Floor: Entrance Hallway, Breakfast Kitchen, Conservatory, Dining Room, Lounge, Music Room, Study, Library Room, Utility Room, Entrance Vestibule, Shower Room

First Floor: Landing, Five Bedrooms, Two Bathrooms, Wc Outside: Gated access to car standing for several vehicles. Gardens to front, side and rear.

#### \*GUIDE PRICE £180,000+ (plus fees)

















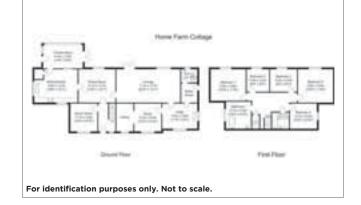
TENURE: Freehold

#### VACANT POSSESSION UPON COMPLETION

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

AUCTION TYPE: Unconditional with fixed fee





LOT 9

# APARTMENT 1 AND APARTMENT 2, 68 HEY STREET, LONG EATON, NOTTINGHAM NG10 3GZ



TWO ATTRACTIVE APARTMENTS SET IN A PERIOD SEMI DETACHED PROPERTY, CURRENTLY LET PRODUCING £14,400 PER ANNUM WITH POTENTIAL TO EXTEND/DEVELOP, SUBJECT TO PLANNING CONSENT

#### **PROPERTY DESCRIPTION:**

Situated close to local shops with easy access to the M1, A50 and A52. Apartment One is a one-bed apartment achieving £525 pcm (£6,300 pa). Apartment Two is a three-bed apartment achieving £675 pcm (£8100 pa). There is potential for development to the ground floor to extend or create a separate unit, subject to planning.

#### ACCOMMODATION:

Apartment One Ground Floor: Kitchen, Living Room Area, Small Dining Area, Double Bedroom, Bathroom Apartment Two (Upper Floors) Ground Floor Entrance Hall First Floor: Spacious Landing Area, Lounge, Kitchen, Shower Room Second Floor: Large Landing, Three Bedrooms, Bathroom Outside: Gravelled driveway to large gravelled area to the rear of the property giving ample off-street parking for several cars

#### ENERGY EFFICIENCY RATING: 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 £180,000+ (plus fees)





# LOT 10

#### 143 GLADSTONE STREET, FOREST FIELDS, NOTTINGHAM NG7 6HX



ESTABLISHED FOUR BEDROOMED HMO RESIDENTIAL INVESTMENT. SET WITHIN A POPULAR ESTABLISHED LOCATION OF CONTRASTING RESIDENTIAL AND RENTAL PROPERTIES, WELL SERVED BY A WEALTH OF AMENITIES

#### **PROPERTY DESCRIPTION:**

The accommodation is arranged over three floors. We have been informed the property is let on Assured Shorthold Tenancies on a room-by-room basis with an annual income in excess of £9,300 (when fully let) with scope to increase. The property currently has the benefit of a HMO licence and is an established investment opportunity in a popular location.

#### ACCOMMODATION:

Ground Floor: Entrance Hall, Bedroom, Communal Area, Kitchen, Bathroom, Cellar Access First Floor: Landing, Two Bedrooms Second Floor: Bedroom Outside: Rear Yard

#### ENERGY EFFICIENCY RATING: TBC

TENURE: Freehold

#### PART LET/PART VACANT

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

AUCTION TYPE: Unconditional with fixed fee

#### \*GUIDE PRICE £98,000+ (plus fees)









# LOT 11 85 ST STEPHENS ROAD, NOTTINGHAM NG2 4JR



#### A TERRACED HOUSE FULLY LET AS A HMO WITH FOUR BEDROOMS

#### **PROPERTY DESCRIPTION:**

This spacious terraced house comprises briefly of four let rooms, additional living room, kitchen, additional study, bathroom, basement and rear yard. With easy access to the city centre and public transport this property is an ideal investment which we believe is currently let at £15,300 gross rent per annum.

#### ACCOMMODATION:

Ground Floor: Entrance Hall, Bedroom, Living Room, Kitchen First Floor: Bedroom, Study, Bathroom Second Floor: Two Bedrooms Outside: Rear Yard

#### 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











LOT 12 75 SNEINTON DALE, SNEINTON, NOTTINGHAM NG2 4LQ



# A SEMI-DETACHED HOUSE PART LET AS A HMO WITH FOUR DOUBLE BEDROOMS

#### **PROPERTY DESCRIPTION:**

Situated in Sneinton, close to local amenities and bus routes and within walking distance of Nottingham city centre. We believe the property is currently let on a room-by-room basis at £75 per room per week, giving a potential gross income of £15,600 per annum. There is potential for a fifth single bedroom for additional income (subject to the appropriate licensing). We believe the single room could generate in the region of £50 per week.

#### **ACCOMMODATION:**

Ground Floor: Communal Lounge, Communal Kitchen, Room One First Floor: Room Two, Room Three, Potential Room Five, Communal Shower Room Second Floor: Room Four Outside: Rear Yard

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

TENURE: Freehold

#### PART LET/PART VACANT

#### VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee

#### \*GUIDE PRICE £138,000+ (plus fees)





# LOT 13 93 GAWTHORNE STREET, NOTTINGHAM NG7 7JU

#### FOUR BEDROOMED SEMI DETACHED VICTORIAN PROPERTY WITH GAS CENTRAL HEATING AND DOUBLE GLAZING, SITUATED IN A POPULAR LOCATION

#### **PROPERTY DESCRIPTION:**

Spacious character property which is currently part-let at £700 per calendar month. The property is in need of upgrading but benefits from gas central heating and double glazing and is situated in a popular location for access to local amenities and Nottingham city centre.

#### ACCOMMODATION:

The auctioneers have not inspected the property but believe it to comprise: Lower Ground Floor: (Self Contained) Kitchen, Bedroom, En-Suite Upper Ground Floor: Living Room, Dining Room, Kitchen, Wc First Floor: Two Further Bedrooms, Bathroom Second Floor: Further Bedroom Outside: Gardens to front and rear

#### ENERGY EFFICIENCY RATING: F

TENURE: Freehold

PART LET/PART VACANT

VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee

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



# LOT 14 1A DEXTER AVENUE, GRANTHAM, LINCOLNSHIRE NG31 7EL

#### A WELL PRESENTED TWO BEDROOMED DETACHED BUNGALOW SITUATED CLOSE TO GRANTHAM TOWN CENTRE WITH POTENTIAL TO INCORPORATE AN ADDITIONAL STOREY, SUBJECT TO PLANNING CONSENT

#### **PROPERTY DESCRIPTION:**

A well proportioned bungalow suitable for a first time buyer or investor, ideally located just a short walk from Grantham town centre. Outside there is a low maintenance garden and driveway with parking for one vehicle. The kitchen has recently been extended to include a generous lounge/diner which features increased insulation and has the benefit of double glazing. There is also potential to create an additional storey, subject to planning.

#### ACCOMMODATION:

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

Ground Floor: Lounge, Kitchen, Two Bedrooms, Bathroom Outside: Gated Entrance, Driveway, Front Garden

#### ENERGY EFFICIENCY RATING: D

TENURE: Freehold

#### SUBJECT TO TENANCY

**VIEWING:** Viewings can be booked online at www.sdlauctions.co.uk

AUCTION TYPE: Unconditional with fixed fee

#### \*GUIDE PRICE £49,000+ (plus fees)





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# together.

**GIRTON FARM BUNGALOW, NEW LANE, GIRTON, NEWARK NG23 7HY** 



#### DETACHED BUNGALOW SITUATED IN A DELIGHTFUL RURAL LOCATION

#### **PROPERTY DESCRIPTION:**

LOT 15

Three/four bedroomed detached bungalow (including two attic bedrooms). The property is currently an Agricultural and Forestry Worker's Bungalow situated on a plot extending to approximately 1.5 acres and includes a a paddock with farm building. The bungalow is situated approximately 10 miles from Newark.

The property is offered for sale subject to the Agricultural Occupancy Condition stated in the 1965 Planning Permission that occupation of the bungalow shall be limited to persons employed locally in agriculture or in forestry and the dependants of such persons.

The bungalow benefits from central heating, double glazing and also has a parking area with detached garage. The additional farm building measures approximately 35ft x 20ft.

New Lane is a tranquil and peaceful tree-lined area with a number of residential, equestrian and smallholdings in the immediate vicinity. The village of Girton lies to the West of New Lane and the area is approximately 10 miles from Newark. The village of Collingham within 3 miles provides an excellent range of amenities including a primary school, Co-operative store, medical centre, post office and family butchers. There is a railway station at Collingham with regular services to Newark and Lincoln. Communications in the area are excellent with access points to the A1 and A46 trunk roads this side of Newark. Main East coast line railway services are capable of journey times between Newark Northgate and London Kings Cross in just over 75 minutes.

#### \*GUIDE PRICE £195,000+ (plus fees)













ACCOMMODATION: Ground Floor: Entrance Hall, Lounge, Dining Room/Bedroom One, Family Room/Bedroom Two, Bathroom, Kitchen, Rear Entrance Porch, Boiler Room First Floor: Landing, Two Attic Bedrooms Outside: Approximately 1.5 Acre Plot, Garage, Timber Framed Farm Building

#### ENERGY EFFICIENCY RATING: F

**TENURE:** Freehold

#### VACANT POSSESSION UPON COMPLETION

#### VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee





LOT 16

FORMER WATER TOWER, GOLDSTRAW LANE, NEWARK NG24 3FD



#### UNIQUE RESIDENTIAL OPPORTUNITY TO ACQUIRE A FORMER WATER TOWER WITH PLANNING CONSENT GRANTED FOR 13 NEW BUILD APARTMENTS

#### **PROPERTY DESCRIPTION:**

The tower, dating from the art deco era, fronts Goldstraw Lane, in the heart of the new and desirable Fernwood residential development, which lies on the outskirts of the popular village of Balderton. The auctioneers have not internally inspected the tower itself, we believe the building footprint to be approximately 65.36m<sup>2</sup> (703sq ft). The building sits on an L shaped site of approximately 0.15 Hectares (0.37 acres). The 13 generously sized apartments consist of 1 beds ranging from 560 sq ft - 640 sq ft, and 2 beds from 673 sq ft to 1272 sq ft. The water tower itself is to be converted to provide 2 apartments with a further 3 new build units within proposed "wings" to the tower. There are a further 8 apartments within two new build blocks within the grounds. There are no S.106 or CIL payments to be made in relation to the planning. Furthermore there are no affordable housing requirements.

The planning application can be viewed at Newark and Sherwood District Council planning department, Planning ref: 18/00474/FULM.

#### ENERGY EFFICIENCY RATING: G

TENURE: Freehold

#### VACANT POSSESSION UPON COMPLETION

AUCTION TYPE: Unconditional with fixed fee







\*GUIDE PRICE £130,000+ (plus fees)

# LOT 17 2 ST PETERS COURT, STATION STREET, MANSFIELD NG18 1EF



#### AN EXCELLENT OPPORTUNITY TO ACQUIRE A THREE STOREY OFFICE INVESTMENT SET WITHIN THE HEART OF MANSFIELD TOWN CENTRE

#### **PROPERTY DESCRIPTION:**

The premises are currently let for a term of 3 years from 22nd March 2017 paying an annual rent of £21,500 p.a. The owner has secured another tenant by way of a deposit paid to take a five year lease at the end of the current term at a rent of £22,700 p.a. (should the current tenant decide not to renew). The new lease would take effect from 23rd March 2020. The offices are arranged over three floors, are in good condition and tastefully decorated throughout. The premises are air conditioned, gas centrally heated and have upvc windows throughout. There are 8 dedicated car parking spaces in a shared car park to the rear. The tenants currently occupy the ground and first floors only, the third floor is vacant. The property would suit an investor with a commercial property portfolio or an owner occupier.

#### ACCOMMODATION:

Ground Floor: Reception, Back Office, Store/Filing Room First Floor: Two Offices, Kitchen, Staff Ladies and Gents Wcs Second Floor: Main Office/Board Room/Conference Room Outside: 8 Parking Spaces

#### ENERGY EFFICIENCY RATING: C

**TENURE:** Freehold

#### PART LET/PART VACANT

#### VIEWING:

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

AUCTION TYPE: Unconditional with fixed fee

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









#### 32 HIGH STREET, STANTON HILL, SUTTON IN ASHFIELD, MANSFIELD NG17 3GA

#### MIXED USE INVESTMENT/DEVELOPMENT OPPORTUNITY

#### **PROPERTY DESCRIPTION:**

LOT 18

A three storey building with retail unit and spacious two bedroomed apartment above. Prominently positioned on the corner of High Street and Albert Street in the heart of Stanton Hill. The ground floor shop has a glazed return double frontage with kitchen/preparation area and store area behind. The flat has been recently refurbished to a very good standard with brand new kitchen and bathroom. To the rear of the property are two lock up garages, one of which is let on a verbal agreement for £600 per annum. There is an ancillary outbuilding in need of refurbishment that previously had planning to convert into a one bedroomed apartment.

#### ACCOMMODATION:

Ground Floor: Shop, Kitchen, Store First Floor Flat: Living Room, Kitchen, Two Bedrooms, Bathroom Ancillary Accommodation: Two Rooms Outside: Two Garages, Rear Yard (with Shared Access)

#### ENERGY EFFICIENCY RATING: G & F

TENURE: Freehold

PART LET/PART VACANT

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

AUCTION TYPE: Unconditional with fixed fee

#### \*GUIDE PRICE £73,000+ (plus fees)





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# LOT 19 13 MARLBOROUGH ROAD, MANSFIELD NG19 6DY

#### WELL PRESENTED THREE BEDROOMED DETACHED BUNGALOW BENEFITING FROM GAS CENTRAL HEATING AND DOUBLE GLAZING

#### **PROPERTY DESCRIPTION:**

The property is situated in a popular location close to the M1 and A38 transport links.

#### ACCOMMODATION:

Ground Floor: Entrance Porch, Hallway, Lounge, Kitchen, Three Bedrooms, Bathroom. Outside: Gardens to front and rear, driveway with off-street parking.

#### 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 fixed fee





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

# LOT 20 30 NETHERTON ROAD, WORKSOP S80 2RX

# TWO BEDROOMED TERRACED PROPERTY SITUATED WITHIN WALKING DISTANCE OF THE TOWN CENTRE

#### **PROPERTY DESCRIPTION:**

The property is situated within easy reach of all amenities including shops and schools, with excellent transport links to the M1 motorway. Excellent investment opportunity.

#### ACCOMMODATION:

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

Ground Floor: Lounge, Kitchen, Bathroom, Rear Entrance Hall First Floor: Two Bedrooms, Attic Room Outside: Enclosed garden to rear with paved patio and lawn

#### ENERGY EFFICIENCY RATING: F

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 £46,000+ (plus fees)

### 34 HAZELBY ROAD, CRESWELL, WORKSOP S80 4BB

#### A THREE BEDROOMED END-TERRACED HOUSE

#### **PROPERTY DESCRIPTION:**

LOT 21

Benefiting from gas central heating, double glazing, front and rear gardens and car parking space. The property is situated close to local amenities and transport links including the M1 Motorway and was, until recently, let at £475 per calendar month

#### **ACCOMMODATION:**

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

Ground Floor: Entrance Hall, Wc, Lounge, Dining Kitchen First Floor: Landing, Three Bedrooms, Bathroom Outside: Front Garden, Driveway, Rear Garden

#### 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 £60,000+ (plus fees)





# LOT 22 37 CLARAMOUNT ROAD, HEANOR, DERBYSHIRE DE75 7HS

#### A TWO DOUBLE BEDROOMED DETACHED PROPERTY BENEFITING FROM GAS CENTRAL HEATING AND UPVC DOUBLE GLAZING

#### **PROPERTY DESCRIPTION:**

The property sits on a large plot with the rear garden extending approximately 150ft providing potential to extend, subject to the relevant planning consents. Situated within easy reach of Heanor town centre which offers a range of amenities including shopping, schools, a leisure centre and restaurants. Heanor offers easy access to major roads such as the A610 and Junction 26 of the M1 providing a short commute to Nottingham city centre.

#### **ACCOMMODATION:**

Ground Floor: Entrance Hallway, Lounge, Dining Room, Breakfast Kitchen First Floor: Landing, Two Bedrooms, Bathroom Outside: Front Garden, Rear Garden, Garage, Store

#### ENERGY EFFICIENCY RATING: E

TENURE: Freehold

VIEWING:

#### VACANT POSSESSION UPON COMPLETION

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

AUCTION TYPE: Unconditional with fixed fee

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





# LOT 23 11 STATION ROAD, AWSWORTH, NOTTINGHAMSHIRE NG16 2QZ

# TWO BEDROOMED COTTAGE SITUATED ON A LARGE PLOT IN A DESIRABLE RESIDENTIAL LOCATION

#### **PROPERTY DESCRIPTION:**

The property benefits from part gas central heating, partial double glazing and sits on a large plot, providing further development potential, subject to obtaining the necessary planning consents. Situated in the village of Awsworth, between Ilkeston and Giltbrook, this property is within walking distance of Village Infant and Nursery School and open countryside with fields towards Babbington village. It is a five minute drive to Ikea and Junction 26 of the M1.

#### ACCOMMODATION:

Ground Floor: Lounge, Dining Room, Kitchen First Floor: Landing, Two Bedrooms, Bathroom Outside: Garden, Outhouses, Garage

#### ENERGY EFFICIENCY RATING: F

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 £88,000+ (plus fees)





# LOT 24 8 STATION ROAD, ILKESTON, DERBYSHIRE DE7 5LD

#### AN OPPORTUNITY TO ACQUIRE A VACANT GROUND FLOOR RETAIL PREMISES

#### **PROPERTY DESCRIPTION:**

The property sits within a modern parade of shops and is well located within the heart of the main retail area of Ilkeston town centre. The sale is for the ground floor space only.

#### ACCOMMODATION:

Ground Floor: Retail Area, Store Room, Wc Outside Area: Shared Rear Yard

#### 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 £55,000+ (plus fees)

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### 25A - 26 RAILWAY ROAD, KINGS LYNN PE30 1NF

# A SUBSTANTIAL FOUR BEDROOMED TERRACED VILLA WITH ATTACHED LOCK UP SHOP

#### **PROPERTY DESCRIPTION:**

LOT 25

The property benefits from gas fired central heating and some double glazed windows. Situated in a prime location in the centre of Kings Lynn.

#### ACCOMMODATION:

The auctioneers have not inspected the property but believe it to comprise: 25a: Ground Floor: Entrance Hallway, Lounge/Diner, Kitchen, Two Cloakrooms First Floor: Four Bedrooms, Two Shower Rooms 26: Ground Floor: Retail Unit First Floor: Office

#### ENERGY EFFICIENCY RATING: E & E

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 £88,000+ (plus fees)



### LOT 26 123 ALEXANDRA ROAD, WELLINGBOROUGH NN8 1EG

#### TRADITIONAL THREE BEDROOMED VICTORIAN PROPERTY

#### **PROPERTY DESCRIPTION:**

The property is located close to the town and the railway station.

#### ACCOMMODATION:

The auctioneers have not inspected the property but we understand it to comprise: Ground Floor: Entrance Hall, Lounge/Dining Room, Kitchen First Floor: Three Bedrooms, Bathroom Outside: Front Garden, Rear Garden

#### ENERGY EFFICIENCY RATING: E

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 £120,000+ (plus fees)

# LOT 27

#### 104 RADCLIFFE ROAD, WEST BRIDGFORD, NOTTINGHAM NG2 5HG



#### A SUBSTANTIAL SEMI DETACHED PROPERTY CURRENTLY ARRANGED AS FOUR SELF CONTAINED FLATS PLUS ONE LETTABLE ROOM

#### **PROPERTY DESCRIPTION:**

Situated within the popular suburb of West Bridgford, a short walk from local amenities and transport links into Nottingham city centre. The property is currently vacant, but when fully let could produce a combined rental income of £27,900 per annum as follows: Flat One - £500pcm

Flat Two - £525pcm Flat Three - £425pcm Flat Four - £525pcm Lettable Room Five - £350pcm

#### ACCOMMODATION:

Ground Floor: Entrance Porch, Entrance Hall, Lettable Room Five, Separate Shower Room Flat One: Living Room, Kitchen, Bedroom, Shower Room Flat Two: Kitchen, Shower Room, Bedroom First Floor: Landing Flat Three: Kitchen, Bedroom, Shower Room Flat Four: Two Bedrooms, Shower Room, Kitchen

#### ENERGY EFFICIENCY RATING: E, E, D, D & E

**TENURE:** Freehold

#### VACANT POSSESSION ON COMPLETION

**VIEWING:** Viewings can be booked online at www.sdlauctions.co.uk

AUCTION TYPE: Unconditional with fixed fee

#### \*GUIDE PRICE £250,000+ (plus fees)









LOT 28 147 TRENT BOULEVARD, WEST BRIDGFORD, NOTTINGHAM NG2 5BX



#### EXCELLENT INVESTMENT OPPORTUNITY TO ACQUIRE A THREE STOREY OFFICE DEVELOPMENT IN THE POPULAR RESIDENTIAL LOCATION OF WEST BRIDGFORD CURRENTLY LET AT £21,000 PER ANNUM

#### **PROPERTY DESCRIPTION:**

The premises are currently let to a Housing Association on a 5 year lease from 1st February 2017 paying an annual rent of £21,000 p.a. The offices are arranged over three floors and are in excellent condition, being very tastefully decorated throughout. They are also gas centrally heated and double glazed. The building was previously configured as four separate apartments which could be reinstated subject to securing the necessary consents.

#### **ACCOMMODATION:**

Ground Floor: Reception, Staff Kitchen, Separate Ladies and Gents  $\operatorname{\mathsf{Wc}}$ 

First Floor: Office One, Filing Room, Office Two Second Floor: Loft Office, Loft Meeting/Board Room Outside: There are six dedicated car parking spaces in a shared car park to the rear

#### ENERGY EFFICIENCY RATING: TBC

TENURE: Freehold

#### SUBJECT TO TENANCY

#### VIEWING:

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

#### \*GUIDE PRICE £180,000+ (plus fees)





LOT 29 1 KIMBERLEY ROAD, NUTHALL, NOTTINGHAM NG16 1DA



# SPACIOUS FOUR BEDROOMED DETACHED PROPERTY IN A POPULAR LOCATION ON A LARGE PLOT

#### **PROPERTY DESCRIPTION:**

Situated in the popular location of Nuthall, benefiting from gas central heating and part double glazing, and which would benefit from some internal modernisation. The property sits on a large plot, providing further development potential, subject to obtaining the necessary planning consents. Viewing is recommended to appreciate the size of the property and plot.

#### ACCOMMODATION:

Ground Floor: Entrance Hallway, Kitchen, Utility Room, Wc, Spacious Open Plan Lounge/Dining Room, Conservatory, Reception Room, Shower Room First Floor: Master Bedroom with En-Suite, Three Bedrooms, Bathroom

Outside: Gated Driveway, Large Rear Garden

#### 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 £255,000+ (plus fees)





LOT 30

#### 23 HARTINGTON AVENUE, CARLTON, NOTTINGHAM NG4 3NR



# THREE BEDROOM DETACHED HOUSE IN A CUL-DE-SAC LOCATION CLOSE TO THE AMENITIES IN CARLTON AND MAPPERLEY

#### **PROPERTY DESCRIPTION:**

This traditional detached house is situated in a popular residential location in Carlton within close proximity of local amenities and within easy walking distance of frequent public transport services to Nottingham city centre and the surrounding areas. The property benefits from gas central heating and double glazing throughout.

#### **ACCOMMODATION:**

Ground Floor: Entrance Hall, Dining Room/Lounge, Kitchen First Floor: Landing: Three Bedrooms, Bathroom Outside: Front Garden, Driveway, Garage, Rear Garden

#### ENERGY EFFICIENCY RATING: F

**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 £148,000+ (plus fees)

28 MAIDSTONE DRIVE, WOLLATON, NOTTINGHAM NG8 2RF



#### FOUR BEDROOMED DETACHED BUNGALOW WITH GAS CENTRAL HEATING AND DOUBLE GLAZING SITUATED IN THE POPULAR LOCATION OF WOLLATON

#### **PROPERTY DESCRIPTION:**

**LOT 31** 

The property is situated close to Wollaton Hall and is only four miles from Nottingham city centre, being well equipped with modern kitchen and bathrooms and has recently been re-painted internally with new carpets fitted in all bedrooms and hallway. There is gas central heating to the property and double glazed upvc windows throughout. There is also some scope for a minor scheme of improvement, in particular in the rear garden, however the property is ready for immediate occupation.

#### **ACCOMMODATION:**

Ground Floor: Living Room, Kitchen/Diner, Master Bedroom with En-Suite, Three Bedrooms, Bathroom, Wc Outside: Front Garden, Driveway, Single Garage, Rear Garden

#### ENERGY EFFICIENCY RATING: TBC

TENURE: Freehold

#### VACANT POSSESSION UPON COMPLETION

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

AUCTION TYPE: Unconditional with fixed fee

## \*GUIDE PRICE £175,000+ (plus fees)





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 Nottingham 9th April 22nd May 24th July 4th September 23rd October 11th December
 Leicester 12th February 8th April 21st May Derby 25th July 25th October Chester 22nd August Manchester 5th June

# **SDL** AUCTIONS

# **ONLINE AUCTIONS**

# THE FOLLOWING LOTS ARE BEING OFFERED ONLINE

## SEE OUR WEBSITE FOR FURTHER DETAILS

www.sdlauctions.co.uk



## ONLINE

## FLAT 1, 4 MAGDALA ROAD, NOTTINGHAM NG3 5DD

#### TWO BEDROOM APARTMENT

#### **PROPERTY DESCRIPTION:**

Situated in the very popular area of Mapperley. The property is situated close to Mansfield Road which is one of two direct routes into Nottingham City Centre. The property is currently tenanted at £550pcm however can be sold with vacant possession subject to relevant notices.

TENURE: See Legal Pack

SUBJECT TO TENANCY

ENERGY EFFICIENCY RATING: E

#### VIEWING:

Viewings by arrangement with Joint Agent, Wise Properties - Sherwood, Tel: 01159604366

AUCTION TYPE: Conditional with Reservation Fee

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



## ONLINE

## 7 INKERMAN STREET, NOTTINGHAM, NOTTINGHAMSHIRE NG16 6BQ

#### THREE BEDROOM END TERRACE HOUSE

#### **PROPERTY DESCRIPTION:**

The property briefly comprises: Open-plan lounge/diner with storage under the stairs, long galley kitchen, rear access hallway and downstairs three piece shower room. First floor: Landing and three bedrooms.

TENURE: See Legal Pack

VACANT POSSESSION UPON COMPLETION

#### ENERGY EFFICIENCY RATING: E

#### VIEWING:

Viewings by arrangement with Joint Agent, Newton Fallowell - Mansfield, Tel: 01623424616

AUCTION TYPE: Conditional with Reservation Fee

## \*GUIDE PRICE £96,000 (plus fees)



## ONLINE

## 42 FOXEARTH AVENUE, CLIFTON, NOTTINGHAM NG11 8JQ

#### THREE BEDROOM TERRACE HOUSE

#### **PROPERTY DESCRIPTION:**

The property is in need of some improvement, however sits within walking distance to public transport, amenities and schools. Externally to the front there is potential for off road parking, and low maintenance garden area.

TENURE: See Legal Pack

VACANT POSSESSION UPON COMPLETION

ENERGY EFFICIENCY RATING: C

#### VIEWING:

Viewings by arrangement with Joint Agent, Thomas James 0115 860 2160

AUCTION TYPE: Unconditional with Reservation fee

## \*GUIDE PRICE £91,000 (plus fees)



## ONLINE

## 136 NEWGATE LANE, MANSFIELD, NOTTINGHAMSHIRE NG18 2QB

#### TWO BEDROOM END TERRACE HOUSE

#### **PROPERTY DESCRIPTION:**

Recently redecorated throughout with new carpets. Popular location for local transport, close to local amenities.

TENURE: See Legal Pack

VACANT POSSESSION UPON COMPLETION

ENERGY EFFICIENCY RATING: D

#### VIEWING:

Viewings by arrangement with Joint Agent, Pitman Property Management

AUCTION TYPE: Conditional with Reservation Fee

## \*GUIDE PRICE £50,000+ (plus fees)





Any lots which don't sell in the auction room are marketed for a further 4 weeks after the auction and are available and open to offers.

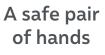
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## **PROXY, TELEPHONE & INTERNET BIDDING FORM**

	· · · ·						
Please complete	one form p	per property yo	ou wish to bid for. Ple	ease tick to either bid	by:		
Telephone		Proxy	Internet	Lot No	Date of Auction		
			bid on my behalf in a sful the offer will be bi		s and conditions as set out in this catalogue		
Lot Address:							
				I	Postcode:		
Max Bid Price:	£						
Price in Words:							
PURCHAS	ER DET	AILS					
Title:			Name:				
Company:							
Address:							
					Postcode:		
	Additional tel no:						
Email:							
BIDDER DE	TAILS						
Title:			Name:				
Company:							
Address:							
					Postcode:		
el. no to contact	on the day:			Additional tel n	10:		
Email:							
SOLICITOR		LS					
Name:							
Company:							
Address:							
					Postcode:		
Telephone:				Mobile:			
Email:							
PAYMENT	KEQUI	CEIVIEN IS		ALL SUCCESSFUL P	URCHASERS ARE REQUIRED TO PAY EITHEI		
			METHO	D OF SALE:			
UNCONDITION 10% dep	IAL LOTS WITH posit and Buyer			<b>DTS WITH VARIABLE FEE:</b> and Buyer's Fee.	CONDITIONAL LOTS WITH RESERVATION FEE: Reservation Fee.		
		I confirm by signing	g this form that I have read	OTES: and agreed to be bound by SD es that apply to the lot.	)L Buyer's Terms and		
				-	Please see overleaf for Payment Det		

## **PAYMENT DETAILS**

I attach Bank Draft/Building Society Draft for: £
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

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.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. 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.

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.

- 6. 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.
- 7. 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.
- 9. 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).
- 10. 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.
- 12. 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.
- 13. 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.
- 14. 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.

#### Signature of prospective purchaser

Date of Signature		

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:**

#### ABOUT THESE TERMS 1.

- 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 guestion about these terms or think that there is a mistake in these terms, please contact us.

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

- 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.
- 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

- 3.1 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.
- 3.3 We reserve the right to change our terms and conditions at any time.

#### TYPES OF SALE 4

- 4.1 SDL offers three types of sale at auction, listed at the start of these terms
- 4.2 Each lot offered at auction is labelled with the type of sale that applies to it.
- 4.3 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.
- Terms 5-7 apply only to the type of sale listed. All of the other terms apply to all lots
- TERMS THAT APPLY TO UNCONDITIONAL WITH FIXED FEE 5. LOTS
- 5.1 If you are the highest bidder, you must:
  - 511 exchange legally binding contracts for the sale of the property immediately;
  - 5.1.2 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);
  - 5.1.3 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
  - 514 complete the sale within 20 business days unless the special conditions of sale state otherwise
- 5.2 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

#### TERMS THAT APPLY TO UNCONDITIONAL WITH VARIABLE 8.3 FEE LOTS

If you are the highest bidder, you must: 6.1

and auction fees

- 6.1.1 exchange legally binding contracts for the sale of the property immediately;
- pay a non-refundable deposit equal to 5% of the 612 purchase price, subject to a minimum of £5,000. This deposit contributes towards the purchase price (although note we can deduct fees owing to us from the deposit);
- 6.1.3 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

\*Please see Buyer's Terms for definition of guide price

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

- 614 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.

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

- If you are the highest bidder, you must:
  - 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
  - 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 Buver'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 ABuyer's Fee of £5,200 which is less than the minimum £6.000 (examples inclusive of VAT)

#### TERMS THAT APPLY TO ALL LOTS

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

- 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.
- It is strongly advised that before bidding for a property you: 8.2 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
    - 823 Organise any necessary finance for the purchase,
    - Ensure that you have the funds available to pay any applicable Reservation Fees, Buyer's Fees, and 8.2.4 deposits, as well as the purchase price;
    - Carry out the necessary searches and make the 8.2.5 necessary enquiries (seek guidance from 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:
    - 828 Check that the information you have received or seen about the property is accurate;
    - 829 Organise and attend a viewing of the property (unless the lot is marked external inspection only);
    - 8210 Commission appropriate reports for the property such as structural reports, building reports, water and drainage reports, etc;
    - Check the VAT, stamp duty, and other tax 8.2.11 consequences of the sale;
    - Familiarise yourself with all terms and conditions 8.2.12 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.

#### 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

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

- 911 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;
- 914 Receive auction fees including a Buyer's Fee;
- 9.1.5 Receive Reservation Fees;
- 916 Accept bids for the lots (including pre- or post-auction):
- 917 Decline bids for the lot at our discretion;
- 9.1.8 Change the type of sale for a lot at our discretion;
- 919 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;
- 9.113 Bid on behalf of the seller up to the reserve price;
- Sign reservation agreements on behalf of the seller; 9114
- 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
- Repudiate a contract between the seller and buyer; 9.1.18
- 9119 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:
  - Receive auction fees (including a Buyers' Fee); 9.2.2
  - 9.2.3
  - Receive Reservation Fees
  - 9.2.4 Accept your bid for the lot;
  - 925 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

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12.

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auction.

the lot.

auction.

12.3.2

price is lower than the guide price.

CHECKING FOR UPDATES

You can check for updates by:

auction;

12.3.1 Checking the webpage for the lot;

auction and the property.

bid for a property

lot

GUIDE PRICE

- 101 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).
- The seller can bid up to the reserve price but is not allowed to 10.4 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.

The seller can choose to sell below the reserve price prior to

The guide price is the marketing price or advertised price for

The quide price is not a guarantee or an indication of minimum

value. The guide price is not necessarily the market value of the

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.

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

The sale price can exceed the guide price. Sometimes, the sale

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

12.3.3 Checking any late announcements and addendum

12.3.4 Listening carefully to the auctioneer introducing the

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

documents (online or in-room); and

Re-downloading the legal pack on the day of the

www.sdlauctions.co.uk | 47

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

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

amendments, addendums, or updates even if you have not done so. You are deemed to have full knowledge of any changes made to the information provided about the lot (including the legal pack).

2.5 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 LIG0183).
- 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 82.
- 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.
- 162 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

- 7.1 All bids are made in pounds sterling and are exclusive of any applicable VAT or other taxes.
- 7.2 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;
- 20.12 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);
- 20.13 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);
- 20.14 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.
- 1.2 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:

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

- 21.4.1 Refrain from agreeing to another reservation or sale of the property;
- 21.4.2 Refrain from allowing third parties to view the property with a view to buying it;
- 21.4.3 Refrain from encumbering the property;
- 21.4.4 Refrain from sending or giving instruction to send a contract of sale to any other person in relation to the property;
- 21.4.5 Use all reasonable endeavours to proceed to a formal exchange of contracts within the exclusivity period; and
- 214.6 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
- 222.7 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).
- 232 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: 25.21 Must show you on request all relevant insure
  - 25.2.1 Must show you, on request, all relevant insurance details;
  - 25.2.2 Must use reasonable endeavours to maintain the policy;
  - 252.3 Gives no warranty as to the adequacy of the insurance;252.4 Must, at your request, use reasonable endeavours to have your interest noted on the policy if it does not
  - cover a contracting purchaser, and 252.5 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
  - If you withdraw from the sale before completion, there will be several consequences:
     28.21 You will lose any non-refundable deposit that you have
    - 28.21 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 postauction 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 to ther relevant information and comply with the landlord's lawful readirements.

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 whon 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);
  - (b) Pay the arrears to the seller within 5 business days of receipt in cleared funds;
  - (c) 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;
  - (d) 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,
  - (e) 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
  - (f) 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 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 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.
- 2921 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 3120 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 an 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.
- 2924 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.
- 2925 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.
- 2926 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.
- 2928 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 as 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/.



# NATIONAL COVERAGE

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## **2019 AUCTION DATES**

## Derby

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

01332 242 880

## Leicester

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

0116 254 9654

## **Birmingham**

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

0121 233 5046

## **North West**

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

0161 774 7333

## Nottingham

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

0115 958 8702















