Property auction

catalogue

Monday 1st December, 2025 6.30pm start

DoubleTree by Hilton Hotel Festival Park, Stoke-on-Trent Staffordshire, ST1 5BQ



Property auctions dates

DoubleTree by Hilton Hotel, Stoke-on-Trent, ST1 5BQ

Auction Dates Closing Date For Entries

26th January 5th December 2025

9th March 30th January

20th April 13th March 1st June 24th April

13th July 5th June 14th September 7th Augus

14th September 7th August26th October 18th September

7th December 30th October

Freehold & Leasehold Lots offered in conjunction with...















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The region's number 1 property auctioneer butters john bee by butters john be by butters john by butters john be by butters john be by butters john be by butters john by butters john by butters john be by butters john by butters john be by butters john by



butters john bee Traditional Auctioneers with over 150 years' experience of selling Residential & Commercial property and Land.

Auction remains the fastest and most efficient way to buy and sell property in today's dynamic market. With the growing popularity of online bidding, you can now participate from anywhere in the country making the process more accessible than ever. Throughout 2024, our auction success has continued to soar, and we are pushing boundaries even further by working closely with our wider group and sister brands under the Spicerhaart umbrella, expanding our reach and offering

greater nationwide coverage.

Whether you're buying or selling, you're in expert hands. Our award-winning Auction Department is supported by a strong network of Residential offices, Area Partners, and dedicated Commercial and Land & New Homes teams. This ensures you receive specialist advice and in-depth local knowledge from property professionals who truly understand the market.

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Induce to Just Mortgages for your mortgage es is a trading name of Just Mortgages tentative of The Openwork Partnership, a

One Stop Lot Shop - Butters John Bee introduce to Just Mortgages for your mortgage and protection requirements. Just Mortgages is a trading name of Just Mortgages Direct Limited which is an appointed representative of The Openwork Partnership, a trading style of Openwork Limited which is authorised and regulated by the Financial Conduct Authority. Just Mortgages Direct Limited Registered Office: Colwyn House, Sheepen Place, Colchester, Essex, C03 3LD. Registered in England No. 2412345.

YOUR PROPERTY MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE.

Valunation can help you with your survey needs nationwide, and we can recommend a good local Conveyancer, we also have Residential and Commercial Lettings agencies.

Any queries about buying or selling at auction then contact the team on 0800 090 2200, or email auction@bjbmail.com, and we will be happy to help.

Proof of identity and address

All prospective bidders must register and provide proof of identity and address to the Auctioneers prior to the start of the sale.

Original documents MUST be provided. Photocopies are NOT acceptable.

You will need to register before the auction starts if you are intending to bid, as we are required to verify anyone who offers, bids, or buys at butters john bee auctions.

In each case, for proof of ID we will need one item from List A, (if you cannot produce any of the items on list A, then you must produce two of the items on list B). For proof of address one item from List C (If an item is used from List B for the purposes of identity, the same item may NOT be used for the purposes of proof of address) Failure to produce the correct ID will mean you will NOT be eligible to bid on the night.

There are a few options available to you:

- Go to any of our 17 branches, or head office, with your original paperwork, we will then verify for you free of charge
- The Post Office can verify up to three forms of identification, there is however a charge for this service
- A professional body (solicitor, accountant etc.) can also certify your ID and directly send it on your behalf to auctions@bjbmail.com (please note these parties may make a charge directly to you)
- You can bring the relevant documents to the auction venue between 5.00pm and 6.30pm to register free of charge

If you intend to bid via the Internet, Telephone or Proxy, we will require this information prior to the day of the auction. If we do not receive certified identification, we will be unable to bid on your behalf.

If you are bidding on behalf of a company, you will also need to show a copy of the Certificate of Incorporation, a list of directors and a letter of authority on Company letterhead, signed by a company director, prior to signing the contract.

List A - proof of ID

- Current valid (signed) full UK Passport.
- Current valid (signed) overseas Passport.
- Current UK Photocard Driving Licence (provisional acceptable).
- Current EU Photocard Driving Licence.
- Current valid EEA Member State ID card.
- Current biometric residence permit issued by UK Border Agency.
- Current Firearms/Shotgun Certificate.

List B - proof of ID

- Bank, Building Society or Credit Union Statement dated within the last 3 months (not printed off the internet).
- Benefits or pensions notification letter confirming the right to benefit.
- Blue disabled drivers pass.
- Current UK paper driving licence.
- Local authority tax bill/council tax bill (we can only accept bills dated until the end of June
 of the year the client contract is signed).
- Medical Card/Certificate.
- National Insurance Card.
- UK Birth Certificate.
- Utility Bill/Utility Statement or Certificate/Letter from a supplier of utilities dated within the last 3 months.

List C - proof of address

- Bank Statement (dated in the last three months) may be an e-copy
- Credit Card Statement (dated in the last three months) may be an e-copy
- Council Tax bill (we can only accept bills dated until the end of June of the year the client contract is signed)
- Current mortgage statement (correspondence address and address the mortgage applies to must be the same)
- Current TV licence
- Driving licence showing current address (paper OR card version) (provisional acceptable) (not acceptable if used as ID)
- Homeowner's current home insurance policy schedule
- Home service provider bill, such as broadband or digital TV dated within the last three
 months
- Letter from the employer on company headed paper, signed and dated within the last three months (an email from a verified company email address is acceptable)
- Recent documentation confirming the applicant will be/is receiving local housing allowance or housing benefit
- Tenancy agreement signed and dated within the last six months {the customer being checked must be a named tenant on the tenancy agreement)
- Utility bill dated within the last three months
- Letter from the NHS writing to confirm the customer is living at the address
- Letter from bank to confirm the customer is living at the property no other bank letter is acceptable

The following forms of proof of address are not acceptable:

- 1. HM Revenue & Customs documents
- 3. Mobile phone bills
- 2. Letters from accountants or solicitors
- 4. NHS medical card

Property auction

buyer's guide

Buying at auction is becoming far more popular with the public, many of whom have never previously attended a property auction. We have drawn up some basic guidelines to ensure that clients maximise their opportunity to take advantage of such a wide variety of properties available at one venue.

- Think ahead, butters john bee hold regular auction sales with a catalogue printed some weeks in advance. Either buy a catalogue from one of our offices or download one FREE of charge from our website buttersjohnbee.com
- Read the catalogue carefully. Each of our properties carries a brief description. Read our details thoroughly and identify the properties you are interested in.
- Take a look at the property you are interested in. Contact the office listed for viewing arrangements or see the relevant viewing schedule.
- Take legal advice. Purchasing a property at auction is a firm commitment that carries the same legal implications as a signed contract by private treaty. In most cases we have copies of legal documents in our possession, or your solicitor may wish to contact the vendor's solicitor, these legal packs can often be downloaded from our website.
- Read the general conditions of sale at the rear of the catalogue.
- Get a copy of the addendum. These are available online and contain any late amendments, information or alterations.
- Plan ahead if you require mortgage assistance. Note that prospective purchasers should have the necessary mortgage advice well in advance of future auctions.

- Leave time to get a valuation done if required. Your mortgage finance may be reliant upon the results, not to mention your peace of mind.
- Organise your deposit before the auction. We will ask for a deposit 10% of the hammer price (Subject to a minimum of £3,000) once you are the winning bidder, payable on signing the contracts on the day of the auction sale. Your Bank or building Society should be made aware of this. The balance of the monies will normally be due within 20 business days from exchange. In addition a buyers administration fee will be applicable to each lot purchased, as specified in the individual property details (still applicable if purchased Prior or Post auction) Credit cards cannot be used for the 10% deposit payment, we can accept payment via Debit card, BACS or cheque.
- Make sure the Auctioneer has your bid, by clearly indicating with catalogue or hand.
- Ensure that you have registered with us before the auction starts, and supplied your two forms of identification. You can do this on the night of the auction, just arrive a bit early to give yourself enough time, or you can go into any of our 17 High Street branches prior to the sale and they will certify you ID free of charge. Original documents MUST be provided, photocopies are NOT acceptable. We will also accept certified ID sent direct from a solicitor or professional body.

- Check that the properties included in the catalogue will be offered on the day of the sale. Some may be withdrawn, and some may be sold prior to auction.
- Keep calm. Our Auctioneers understand the pressure that first time auction buyers can experience in the sale room, and will be as helpful as possible.
- Arrive in plenty of time. It is useful to get some knowledge of how sales are conducted by seeing other lots being sold.
- If the lot you're bidding for fails to make its reserve it may be that the vendor will decide to accept your bid later so make sure you leave your details with us.
- Be ready to sign immediately when the hammer falls. We shall have a copy of the contract available soon after the hammer falls.
- Be positive, with the right forward planning and research you will find an auction a speedy and simple way of buying a property.
- This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at buttersjohnbee.com and look out for any additional materials available on the day of the auction, in order to stay fully informed with the up to date information.

- Guide Price: An indication of the seller's current minimum acceptable price at auction. The guide price or range of
- guide prices is given to assist consumers in deciding whether or not to pursue a purchase. It is usual, but not always the case, that a provisional reserve range is agreed between the seller and the auctioneer at the start of marketing. As the reserve is not fixed at this stage and can be adjusted by the seller at any time up to the day of the auction in the light of interest shown during the marketing period, a guide price is issued. This guide price can be shown in the form of a minimum and maximum price range within which an acceptable sale price (reserve) would fall, or as a single price figure within 10% of which the minimum acceptable price (reserve) would fall. A guide price is different to a reserve price (see separate definition). Both the guide price and the reserve price can be subject to change up to and including the day of the auction.
- Reserve Price: the seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve price can be subject to change up to and including the day of the auction.

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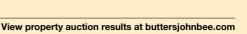
Order of sale

(unless previously sold or withdrawn, please check the Addendum online for updates)

DoubleTree by Hilton Hotel, Festival Park, Stoke-on-Trent, Staffordshire, ST1 5BQ

Monday 1st December 2025 at 6.30pm

- 1 30, Leigh Street, Burslem, Stoke-on-Trent, Staffordshire, ST6 1BE
- 2 5, Burnham Street, Longton, Stoke-on-Trent, Staffordshire, ST4 3EY
- 3 31. Kenworthy Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6DF
- 4 41. Alton Street, Crewe, Cheshire, CW2 7QQ
- 5 29, Davis Street, Cliff Vale, Stoke-on-Trent, Staffordshire, ST4 7AD
- 6 Land at, Flash Lane, Trent Vale, ST4 5QZ
- 7 1, Fields Close, Alsager, Stoke-on-Trent, Staffordshire, ST7 2ND
- 8 12, Princess Crescent, Middlewich, Cheshire, CW10 0DW
- 9 22, Egypt Street, Pontypridd, CF37 1BS
- 10 Plot 1, 34, Station Road, Mow Cop, Stoke-On-Trent, ST7 3NT
- 11 Plot 2, Land at, Station Road, Mow Cop, Stoke-On-Trent, ST7 3NT
- 12 1030, Leek Road, Hanley, Stoke-on-Trent, Staffordshire, ST1 4JU
- 13 8a, St Helens Road, Belle Vue, Doncaster, South Yorkshire, DN4 5EH
- 14 Flat 2 Charlton Grange, 14, Bradburne Road, Bournemouth, BH2 5ST
- 15 19, Springvale Close, Bilston, West Mids, WV14 9JB
- **16** 4, Hill Crest Road, St Georges, Telford, Shropshire, TF2 9HR
- 17 92, Hallowmoor Road, Sheffield, S6 4XA
- 18 17, Matthews Road, Stafford, Staffordshire, ST17 9RW
- 19 Ivy Cottage, Ridding Bank, Hanchurch, Stoke-on-Trent, ST4 8SB
- 20 Land adj. Ivy Cottage, Ridding Bank, Hanchurch, Stoke-on-Trent, ST4 8SB
- 21 12, New Street, Haslington, Crewe, Cheshire, CW1 5PN
- 22 Flat 330 Minerva House, Spaniel Row, Nottingham, NG1 6EP
- 23 5, Queen Street, Burslem, Stoke-On-Trent, Staffordshire, ST6 3EL
- 24 1, Wallpitts Cottage, Hartington, near Buxton, Derbyshire, SK17 0AE
- 25 Troedyrhiw House, Cardiff Road, Merthyr Tydfil, CF48 4LY
- 26 16, Bickerton Road, Hillsborough, Sheffield, S6 1SG
- 27 15, Shakespeare Way, Sutton Hill, Telford, Shropshire, TF7 4JX
- 28 45, Betchton Road, Sandbach, Cheshire, CW11 4XN
- 29 10, New Houses, Old Chester Road, Barbridge, Nantwich, Cheshire CW5 6BB
- 30 Land at, Thackeray Walk, Highfields, Stafford, ST17 9SE



- 31 8, Carlisle Street, Crewe, Cheshire, CW2 7NX
- 32 11, Arthur Street, Stone, Staffordshire, ST15 8HW
- 33 38, Quarry Row, Merthyr Tydfil, CF47 8PS
- 34 Flat 1, 31, Frederick Street, Burton-on-Trent, Staffordshire, DE15 9HA
- 35 30, Offley Road, Sandbach, Cheshire, CW11 1GY
- 36 41, Dig Lane, Wybunbury, Nantwich, Cheshire CW5 7EZ
- 37 St Matthews Church, Dorothy Street, Pontypridd, Trallwn, CF37 4RR
- 38 2, Flatts Road, Norton, Stoke-on-Trent, Staffordshire, ST6 8JB
- 39 121, Queens Road, Elliots Town, New Tredegar, NP24 6DU
- 40 136, Lewis Street, Crumlin, Newport, Gwent, NP11 5EG
- 41 77, Newdigate Street, Crewe, Cheshire, CW1 2PA
- 42 101, Manor Road, Sandbach, Cheshire, CW11 2NB
- 43 Beeston View, Willington Road, Kelsall, Cheshire, CW6 0ND
- 44 Land at, Silver Street, Waddingham, Gainsborough, DN21 4SJ
- 45 24, Victoria Street, Basford, Newcastle-under-Lyme Staffordshire, ST5 1NT
- 46 179, Congleton Road, Talke, Stoke-on-Trent, Staffordshire, ST7 1LS
- 47 Land at, Milton Crescent, Talke, Stoke-On-Trent, Staffordshire, ST7 1PF
- 48 25, Laureston Avenue, Crewe, Cheshire East, CW1 5HU
- 49 72, Beggars Lane, Leek, Staffordshire, ST13 8JR
- 50 214, Hungerford Road, Crewe, Cheshire, CW1 6EX
- 51 18 Elizabeth Street, Aberdare, Rhondda Cynon Taf, CF44 7NE
- 52 139 Lower Bryan Street, Hanley, Stoke-On-Trent, Staffordshire, ST1 5AT

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A Buyers Administration Fee will be payable on exchange, as specified on the property listing, is applicable to all lots sold at, pre or post auction.

All potential bidders will need to register prior to the auction, and provide proof of identity and address to enable you to bid at our sales. (See 'Proof of Identity' at front of the catalogue).

If the buyer's details are different from the successful bidder's, then the buyer will also be required to submit their details as above.

If the successful bidder is buying on behalf of a company we also require a letter from that company on their letterhead authorising the bidder to bid on their behalf, the bidder will still be required to produce their details as above.

Every buyer will be photographed at the auction before the contract is signed.

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- ✓ Debt Consolidation

- ✓ Buy To Let*
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- ✓ Critical Illness Cover
- ✓ Income Protection
- ✓ Buildings & Contents Insurance
- ✓ Accident & Sickness Cover

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PROPERTY MAY BE REPOSSESSED IF YOU DO NOT KEEP
UP REPAYMENTS ON YOUR MORTGAGE.

*Most buy to let and let to buy mortgages are not regulated by the Financial Conduct Authority.

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Approved by The Openwork Partnership on 17/10/2025.

Just Mortgages



All our sales are broadcast live in conjunction with Essential Information Group.

What does the service cost?

Nothing! It's free, you pay the same as any buyer who attends the auction.

Can I just watch?

Yes, many people use the service just to watch the auction.

How does the bidding work?

You are in complete control. The dashboard will show you the current highest bid, and the amount the Auctioneer is looking for for the next bid, if you want to offer that amount simply hit the Bid button. When the hammer goes down the system will show if yours was the winning bid.

Can I bid on more than one property?

Yes of course, you just need to let us know when you register what Lots you are interested in so we can approve you to bid.

How does the auctioneer know I'm bidding?

The auctioneer has a monitor next to the rostrum that shows him your bid, and he can talk to you via the camera. Don't worry, you can see him but he can't see you!

What about the deposit?

If you are the successful bidder, please be ready for us to call once the hammer goes down to process a card payment for the 10% Deposit and the Buyers Administration fee.

Email auction@bjbmail.com for your registration form.









30 Leigh Street, Burslem, Stoke-on-Trent, Staffordshire, ST6 1BE

- Mid-terrace house
- Three bedrooms
- In need of modernisation
- Freehold
- Council Tax A
- EPC TBC

Legal Representative

Lisa Allbutt

Chesworths Solicitors

- T 01782 599992
- E lisaallbutt@chesworths.co.uk

To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com







5 Burnham Street, Fenton, Stoke-on-Trent, Staffordshire, ST4 3EY

- Mid-terrace house
- Two bedrooms
- In need of modernisation
- Freehold
- Council Tax Band A
- EPC D

Legal Representative

Joanne Parsons

Aaron & Partners

- T 01743 295264
- Joanne.Parsons@aaronandpartners.com

To apply contact:

Longton bjb

- T 01782 594777
- E Longton@bjbmail.com



31 Kenworthy Street, Tunstall, Stoke-on-Trent, Staffordshire, ST6 6DF

- End terrace house
- Two bedrooms
- Currently tenanted @ £5,525 p/a
- Freehold
- Council Tax A
- EPC E

Legal Representative

Colin Gooch

Salusbury Harding & Barlow Solicitors

- T 0116 262 6052
- E cgooch@shbsolicitors.co.uk

To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com



41 Alton Street, Crewe, Cheshire, CW2 7QQ

- Mid-terrace house
- Two Bedrooms
- In need of modernisation
- Freehold
- Council Tax A
- EPC TBC

Legal Representative

TBC

To apply contact:

Crewe bjb

- T 01270 213541
- E crewe@bjbmail.com



29 Davis Street, Cliff Vale, Stoke-on-Trent, Staffordshire, ST4 7AD

- Mid-terrace house
- In need of renovation & repair
- Not inspected by Auctioneers
- Freehold
- Council Tax Band A
- EPC N/A

Legal Representative

Tracy Wilcocks
Goddard Dunbar

T 01782 284320

E tracy@goddarddunbar.co.uk

To apply contact:

Hanley bjb

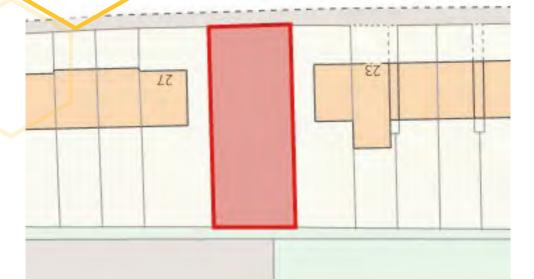
- T 01782 202600
- E hanley@bjbmail.com

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*Guide price £25,000 plus

Scan or Click for further information.









Land at Flash Lane, Trent Vale, ST4 5QZ

- Vacant land with potential for alternative uses STP
- Expired planning for 2 x 2 bed Semi-detached houses
- Site Area: 0.07 Acre (283sq. m)
- Local Planning Authority: Stoke City Council
- Expired Planning Ref: 58476/FUL

Legal Representative

Jackie Morris

Mvers & Co

- T 01782 525020
- jackie.morris@myerssolicitors.co.uk

To apply contact:

Land and Development bjb

- T 01782 211147
- E residential-land@bjbmail.com









1 Fields Close, Alsager, Stoke-on-Trent, Staffordshire, ST7 2ND

- Detached house
- Two bedrooms
- In need of modernisation
- Driveway & garage
- Freehold
- Council Tax Band C
- EPC D

Legal Representative TBC

To apply contact:

Alsager bjb

T 01270 877778

E alsager@bjbmail.com







12 Princess Crescent, Middlewich, Cheshire, CW10 0DW

- Semi-detached house
- Three bedrooms
- In need of modernisation
- Freehold
- Council Tax Band B
- EPC TBC

Legal Representative

Jill Sheild

Blain Boland & Co

- T 01606 834824
- E jill.shields@blainboland.co.uk

To apply contact:

Middlewich bjb

- T 01606 662550
- E middlewich@bjbmail.com



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It is suggested that potential purchaser's make their own enquiries of mortgage lenders as to whether the property is mortgageable prior to making a bid at auction.

22 Egypt Street, Pontypridd, CF37 1BS

- Mid-terrace house
- Three bedrooms
- In need of modernisation
- Freehold
- Council Tax Band C
- EPC-C

Legal Representative

Tracy Wilcocks Goddard Dunbar

- T 01782 284320
- E tracy@goddarddunbar.co.uk

To apply contact:

Pontypridd Darlows

- T 01443 400111
- E PontypriddDAR@spicerhaart.co.uk

10

£100,000 plus

Scan or Click for further information.









34 Station Road, Mow Cop, ST7 3NT

- 3 Bedroom Bungalow with significant fire damage
- Potential for redevelopment (subject to planning)
- Site Area: 0.18 Acre (728 sq. m)
- Bungalow measures approximately 120 Sq. m
- Local Planning Authority: Cheshire East Council
- 1.14 Acres pf paddock land to the rear available as an additional lot.

Legal Representative

Sarah Jarrett

Poole Alcock

- T 01270 906296
- E sarahjarrettteam@poolealcock.co.uk

To apply contact:

Land and Development bjb

- T 01782 211147
- residential-land@bjbmail.com







Land to the rear of 34 Station Road, Mow Cop, ST7 3NT

- 1.14 Acres of agriculture/paddock land
- No 34 Station Road available as an additional lot
- Access via right of way from Birch Tree Lane
- Local Planning Authority: Cheshire East Council

Legal Representative

Sarah Jarrett Poole Alcock

- T 01270 906296
- sarahjarrettteam@poolealcock.co.uk

To apply contact:

Land and Development bjb

- T 01782 211147
- E residential-land@bjbmail.com







1030 Leek Road, Hanley, Stoke-on-Trent, Staffordshire, ST1 4JU

- Ground floor apartment
- Two bedrooms
- One parking space at the front
- Leasehold TBC
- Council Tax Band A
- EPC C

Legal Representative

Victoria Calladine

Woolliscrofts

T 01782 204000

E vcalladine@woolliscrofts.co.uk

To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com







8a St Helens Road, Belle Vue, Doncaster, South Yorkshire, DN4 5EH

- Ground floor apartment
- One bedroom
- Located a stone's throw from City Centre
- Leasehold 80 years
- Council Tax A
- EPC-C

Legal Representative

TBC

To apply contact:

Doncaster haart

- T 01302 341770
- E DoncasterHRT@spicerhaart.co.uk





Flat 2 Charlton Grange, 14 Bradburne Road, Bournemouth, BH2 5ST

- Lower GF flat
- 1 bedroom
- Private entrance
- In need of modernisation
- Conservatory
- Parking space
- Leasehold
- Council Tax A
- EPC E

Legal Representative

Phillip Cotterill

Drydens Fairfax

- T 0113 368 8758
- E Phillip.cotterill@drydenslaw.com

To apply contact:

Auction bjb

- T 0800 090 2200
- E auction@bjbmail.com







19 Springvale Close, Bilston, West Mids, WV14 9JB

- Mid-townhouse
- Three bedrooms
- Garden & off-road parking
- Freehold
- Council Tax A
- EPC -

Legal Representative

Charlotte Walster

Pickering & Butters

- T 01785 603060
- E Charlotte.walster@pb4law.com

To apply contact:

Cannock bjb

- T 01543 500030
- E cannock@bjbmail.com







4 Hill Crest Road, St Georges, Telford, Shropshire, TF2 9HR

- Semi-detached bungalow
- Two bedrooms
- In need of modernisation
- Freehold
- Council Tax C
- EPC C

Legal Representative

Peter Wilson

Clarkes Law

- T 01952 291666
- Peter.wilson@clarkeslaw.co.uk

To apply contact:

Telford bjb

- T 01270 623444
- E telford@bjbmail.com



92 Hallowmoor Road, Hillsborough, Sheffield, S6 4XA

- Semi-detached house
- Three bedrooms
- In need of modernisation
- Freehold
- Council Tax A
- EPC TBC

Legal Representative TBC

To apply contact: Hillsborough Haybrook

T 01142 321132

E Hillsborough@haybrook.com

18

£200,000 plus

Scan or Click for further information.







It is our understanding that the above property may have suffered structural movement, therefore it is suggested that potential purchasers carry out their own structural investigations prior to bidding.

17 Matthews Road, Stafford, Staffordshire, ST17 9RW

- Extended bungalow
- Four bedrooms
- In need of modernisation
- Freehold
- Council Tax Band C
- EPC E

Legal Representative

Charlotte Walster

Pickering & Butters

- T 01785 603060
- E Charlotte.walster@pb4law.com

To apply contact:

Stafford bjb

- T 01785 246000
- E Stafford@bjbmail.com



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Ivy Cottage, Ridding Bank, Hanchurch, Stoke-on-Trent, ST4 8SB

- Grade II Listed Cottage
- 2 Bedrooms with Attic Space
- Semi-Rural Location
- · Adjacent land available as an additional lot
- It is advised that potential purchasers carry out their own structural investigations
- Local Planning Authority: Stafford Borough Council

Legal Representative

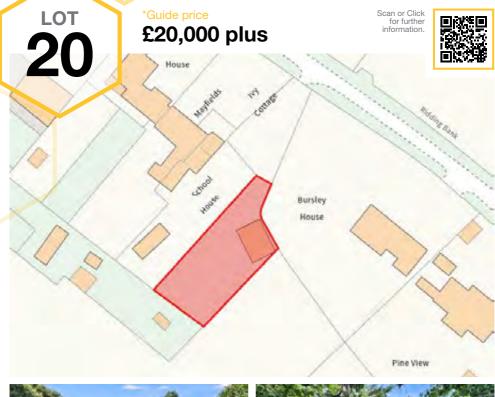
Melanie Hammond Talbots Law

- 01782 612 311
- melaniehammond@talbotslaw.co.uk

To apply contact:

Land and Development bjb

- T 01782 211147
- E residential-land@bjbmail.com







Land adj. Ivy Cottage, Ridding Bank, Hanchurch, Stoke-on-Trent, ST4 8SB

- A Parcel of land with existing double garage (approximately 70 sq.m)
- Potential for alternative uses (subject to planning)
- Ivy Cottage available as an additional lot
- Site Area: 0.16 Acre (640 sq.m)
- Local Planning Authority: Stafford Borough Council

Legal Representative

Melanie Hammond Talbots Law

- T 01782 612 311
- melaniehammond@talbotslaw.co.uk

To apply contact:

Land and Development bjb

- T 01782 211147
- residential-land@bjbmail.com







12 New Street, Haslington, Crewe, Cheshire, CW1 5PN

- Semi-detached cottage
- Two Bedrooms
- Courtyard garden
- Garage
- Freehold
- Council Tax B
- EPC D

Legal Representative

Claire Hilton

Hall Smith Whittingham

- T 01270 212000
- E chilton@hswsolicitors.co.uk

To apply contact:

Crewe bjb

- T 01270 213541
- E crewe@bjbmail.com







Flat 330 Minerva House, Spaniel Row, Nottingham, NG1 6EP

- Upper floor flat
- One bedroom
- Leasehold 238 years
- Council Tax Band B
- EPC BC

Legal Representative

Martin Gabriel

Hadfield Bull & Bull Solicitors

T 020 8301 0808

E mgabriel@hbbsolicitors.co.uk

To apply contact:

Nottingham haart

- T 0115 850 1433
- E NottinghamHRT@spicerhaart.co.uk

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*Guide price £410,000 plus Scan or Click for further information.









Priscillas Bar, 5 Queen Street, Burslem, Stoke-On-Trent, Staffordshire, ST6 3EL

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- 6 Bed HMO situated on the 1st & 2nd floors
- Approximately 328 Sq. m GIA
- Gross Profit of £190,000 p/a
- Located within Stoke-On-Trent City Council
- Business Appraisal & Valuation Report available
- Freehold
- Council Tax Band A
- EPC C

Legal Representative

Steve Vasey

Walters & Plaskitt

- T 01782 819611
- steve@wpsolicitors.co.uk

To apply contact:

Land and Development bjb

- T 01782 211147
- residential-land@bjbmail.com











1 Wallpitts Cottage, Hartington, near Buxton, Derbyshire, SK17 0AE

- Detached stone period property
- Three bedrooms
- In need of renovation & repair
- Additional land opposite
- Beautiful village location
- Freehold
- Council Tax Band -
- EPC -

Legal Representative

Fifi Giannitto

Goddard Dunbar

- T 01782 284320
- E fifi@goddarddunbar.co.uk

To apply contact:

Denise White Agents



E denisewhite@denise-white.co.uk







It is suggested that potential purchaser's make their own enquiries of mortgage lenders as to whether the property is mortgageable prior to making a bid at auction.

Wayside, Troedyrhiw House, Cardiff Road, Merthyr Tydfil, CF48 4LY

- Semi-detached house
- Two bedrooms
- In need of modernisation
- Freehold
- Council Tax Band E
- EPC-E

Legal Representative

Kevan Lewis

Lewis & Lines Solicitors

- T 01495 212286
- E info@lewislinesandwilkes.co.uk

To apply contact:

Merthyr Tydfil Darlows

- T 01685 816394
- E MerthyrTydfilDAR@spicerhaart.co.uk



16 Bickerton Road, Hillsborough, Sheffield, S6 1SG

- Mid-terraced house
- Three bedrooms
- In need of modernisation
- Freehold
- Council Tax Band A
- EPC-F

Legal Representative

James Williams

Poole Alcock Solicitors

- T 01270 653181
- E hannah.stazaker@goddarddunbar.co.uk

To apply contact:

Gleadless Haybrook

- T 01143 491802
- E GleadlessHAY@spicerhaart.co.uk



15 Shakespeare Way, Telford, Shropshire, TF7 4JX

- Semi-detached house
- Three bedrooms
- In need of modernisation
- Freehold
- Council Tax B
- EPC TBC

Legal Representative

Michelle Millward Martin Kaye

- T 01952 525914
- MichelleMillward@martinkaye.co.uk

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- T 01270 623444
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07587 038921
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45 Betchton Road, Sandbach, Cheshire, CW11 4XN

- Mid-terrace house
- Two bedrooms
- Full off character
- Canal side location
- Freehold
- Council Tax Band A
- EPC D

Legal Representative

Claire Hilton

Hall Smith Whittingham

- T 01270 610300
- E chilton@hswsolicitors.co.uk

To apply contact:

Sandbach bjb

- T 01270 768919
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- Oil Central Heating
- Freehold
- Council Tax B
- EPC F

Legal Representative

Richard Morgan Wynne Hall Smith Whittngham

- T 01270 610300
- rmorgan-wynne@hswsolicitors.co.uk

To apply contact:

Nantwich bjb

- T 01270 623444
- E nantwich@bjbmail.com



Land at Thackeray Walk, Highfields, Stafford, ST17 9SE

- Former Domestic Garage Site
- Full planning for 1 x 4 Bedroom Bungalow Circa 132 Sq. m GEA
- Planning Dated: 17/12/2021, Ref: 20/32129/FUL
- . The client informs us that planning is extant
- Site Area: 0.17 Acres (700 sq. m)
- Local Planning Authority: Stafford Borough Councill

Legal Representative

Daniel Webb Chris Clarke

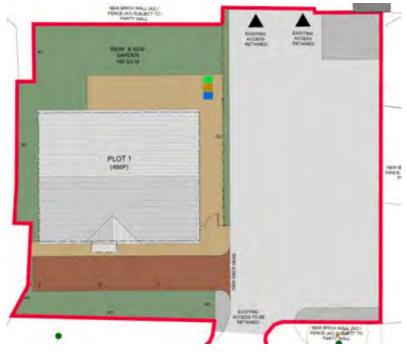
- T 01785 213143
- daniel@danielwebblc.co.uk

To apply contact:

Land and Development bjb

- T 01782 211147
- residential-land@bjbmail.com









It is suggested that potential purchaser's make their own enquiries of mortgage lenders as to whether the property is mortgageable prior to making a bid at auction.

8 Carlisle Street, Crewe, Cheshire, CW2 7NX

- End-terrace house
- Two Bedrooms
- Loft room
- In need of modernisation
- Freehold
- Council Tax A
- EPC E

Legal Representative

Hannah Dee

Hall Smith Whittingham

- T 01270 212000
- E hdee@hswsolicitors.co.uk

To apply contact:

Crewe bjb

- T 01270 213541
- E crewe@bjbmail.com













11 Arthur Street, Stone, Staffordshire, ST15 8HW

- End Terrace property
- Full planning for a 2-storey side extension (Ref: 25/40140/HOU)
- Located within walking distance to Stone town centre
- Site Area: 0.06 Acre
- Local Planning Authority: Staffordshire Moorlands

Legal Representative

Carla Dawn
RJS Solicitors

- T 01782 969 755
- carla.dawn@rjssolicitors.com

To apply contact:

Land and Development bjb

- T 01782 211147
- E residential-land@bjbmail.com







38 Quarry Row, Merthyr Tydfil, CF47 8PS

- Mid-terrace house
- Three bedrooms
- Generous accommodation
- Freehold
- Council Tax Band A
- EPC-D

Legal Representative

Rebecca May RJM Solicitors

- T 01685 373721
- E rebecca@rjmsolicitors.co.uk

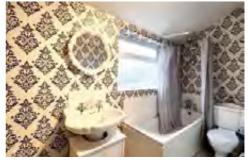
To apply contact:

Merthyr Tydfil Darlows

- T 01685 816394
- E MerthyrTydfilDAR@spicerhaart.co.uk







Flat 1, 31 Frederick Street, Burton-on-Trent, Staffordshire, DE15 9HA

- Ground floor flat
- Three bedrooms
- Rear yard
- Leasehold 63 years
- Council Tax Band A
- EPC E

Legal Representative

Carla

Nick Brundell Solicitors

- T 01287 636401
- E Carla@nickbrundallsolicitors.co.uk

To apply contact:

Burton-on-Trent haart

- T 01283 381007
- E BurtononTrentHRT@spicerhaart.co.uk







30 Offley Road, Sandbach, Cheshire, CW11 1GY

- Detached bungalow
- Three bedrooms
- In need of modernisation
- Freehold
- Council Tax Band E
- EPC E

Legal Representative

Liz Tappin

Manners Pimblett

- T 0161 491 8543
- E liz@mannerspimblett.co.uk

To apply contact:

Sandbach bjb

- T 01270 768919
- E sandbach@bjbmail.com







41 Dig Lane, Wybunbury, Nantwich, Cheshire CW5 7EZ

- Semi-detached house
- Three bedrooms
- In need in modernisation
- Gardens & driveway
- Freehold
- Council Tax C
- EPC F

Legal Representative

James Williams

Poole Alcock

- T 01270 625478
- james.williams@poolealcock.co.uk

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St Matthews Church, Dorothy Street, Pontypridd, Trallwn, CF37 4RR

- Former Church premises
- Three bedrooms
- Full planning; 5 x 3 bed apartments
- Planning Ref: TBC
- Onsite parking
- Freehold
- Council Tax Band TBC
- EPC-N/A

Legal Representative

Carys Wilson

- JCP Solicitors
 T 029 2086 0628
- E carys.wilson@jcpsolicitors.co.uk

To apply contact:

Pontypridd Darlows

- T 01443 400111
- E Pontypridd@darlows.co.uk







2 Flatts Road, Norton, Stoke-on-Trent, Staffordshire, ST6 8JB

- End terrace house
- Three bedrooms
- In need of modernisation
- Freehold
- Council Tax A
- EPC D

Legal Representative

Melanie Hammond

Talbots Law

- T 01782 496544
- MelanieHammond@talbotslaw.co.uk

To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com







121 Queens Road, Elliots Town, New Tredegar, NP24 6DU

- Mid-terrace house
- Two bedrooms
- In need of modernisation
- Freehold
- Council Tax Band A
- EPC-D

Legal Representative

Tracy Wilcocks Goddard Dunbar

- T 01782 284320
- E tracy@goddarddunbar.co.uk

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136 Lewis Street, Crumlin, Newport, Gwent, NP11 5EG

- Mid-terrace house
- Two bedrooms
- In need of modernisation
- Freehold
- Council Tax Band A
- EPC C

Legal Representative

Tracy Wilcocks Goddard Dunbar

- T 01782 284320
- E tracy@goddarddunbar.co.uk

To apply contact:

Blackwood Darlows

- T 01443 549595
- E BlackwoodDAR@spicerhaart.co.uk







77 Newdigate Street, Crewe, Cheshire, CW1 2PA

- Mid-terrace house
- Two Bedrooms
- Currently tenanted @ £7,140 p/a
- Freehold
- Council Tax A
- EPC C

Legal Representative

Hannah Dee

Hall Smith Whittingham

- T 01270 212000
- hdee@hswsolicitors.co.uk

To apply contact:

Crewe bjb

- T 01270 213541
- E crewe@bjbmail.com







101 Manor Road, Sandbach, Cheshire, CW11 2NB

- Detached cottage
- Two bedrooms
- In need of modernisation
- Freehold
- Council Tax Band E
- EPC F

Legal Representative

Tracy Wilcocks

Goddard Dunbar

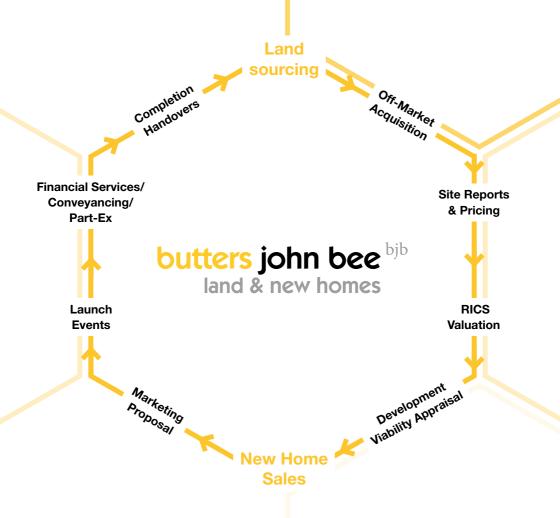
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E tracy@goddarddunbar.co.uk

To apply contact:

Sandbach bjb

- T 01270 768919
- E sandbach@bjbmail.com



For a no obligation discussion please contact:

Paul G. Beardmore BSc MRICS

Director Residential Land

- **T 01782 211147**
- M 07809 215045
- E paulbeardmore@bjbmail.com

Paul Martin

Regional Sales Manager

New Homes

- T 01782 405730
- M 07587 038921
- E paulmartin@bjbmail.com

Alex Djukic BSc MSc

Regional Land Manager

- **T 01782 211147**
- M 07587 038787
- E alexdjukic@bjbmail.com

Joe Boulton BSc

Assistant Land Manager

- **T 01782 211147**
- M 07741 152180
- E joeboulton@bjbmail.com







Beeston View, Willington Road, Kelsall, Cheshire, CW6 0ND

- **Detached house**
- Generous plot
- **Development potential STPP**
- Freehold
- Council Tax Band E
- **EPC TBC**

Legal Representative

Sarah Butt

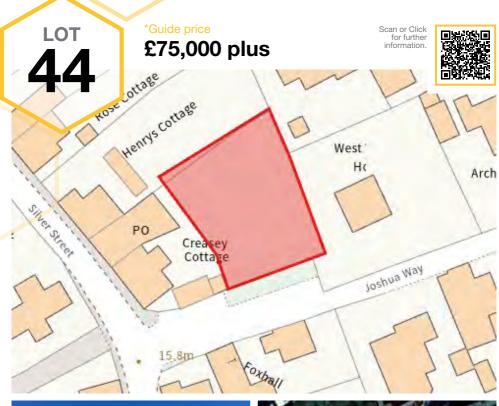
Cullimore Dutton

- T 01244 356789
- info@cullimoredutton.co.uk

To apply contact:

Tarporley bjb

- T 01829 863420
- E Tarporley@bjbmail.com







Land at Silver Street, Waddingham, Gainsborough, DN21 4SJ

- · Residential development site
- Site Area: 0.22 Acre (890 sq. m)
- Full Planning consent for;
- One x 4 bed Dormer Bungalow (Circa 130 sq.m)
- Planning Ref: WL/2024/00126/147909
- Freehold
- Local Planning Authority: West Lindsey District Council

Legal Representative

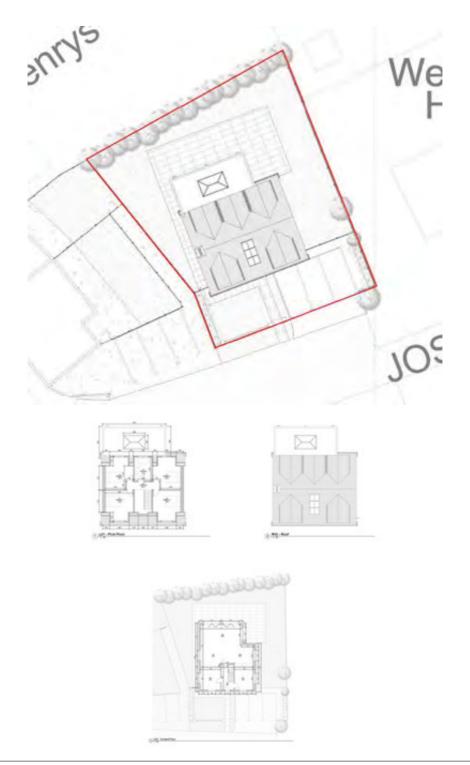
Alison James-Moore Landsmiths

- T 0333 023 2257
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Land & Development Team

E: residential-land@bjbmail.com

T: 01782 211147



Paul G, Beardmore
BSc MRICS
Director - Residential Land
paulbeardmore@bjbmail.com
07808 215045



Alex Djukic
MSc BSc
Regional Land Manager
alexdjukic@bjbmail.com
07587 038787





24 Victoria Street, Basford, Newcastle-under-Lyme Staffordshire, ST5 1NT

- End-terrace house
- Three bedrooms
- In need of modernisation
- Freehold
- Council Tax Band A
- EPC D

Legal Representative

Chris Murphy

Whiteheads

- T 01782 615278
- E cpm@whiteheads.uk.com

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*Guide price £128,000 plus Scan or Click for further







It is suggested that potential purchaser's make their own enquiries of mortgage lenders as to whether the property is mortgageable prior to making a bid at auction.

179 Congleton Road, Talke, Stoke-on-Trent, Staffordshire, ST7 1LS

- End of terrace property
- Four bedrooms
- Planning for 5 apartments
- Planning Ref: NUL 24/00245/FUL
- Freehold
- Council Tax B
- EPC G

Legal Representative

James Dodsworth

Kenneth Jones Solicitors

- T 01782 771113
- E james@kenneth-jones.co.uk

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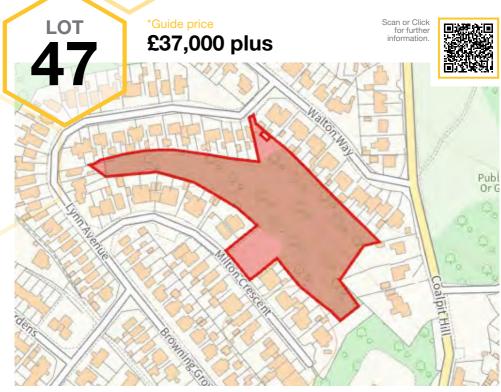


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- Properties must be tenant occupied, habitable and privately owned

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Land at Milton Crescent, Talke, Stoke-On-Trent, Staffordshire, ST7 1PF

- Vacant Land
- Site area 2.58 Acres
- Access Via Milton Crescent and Lynn Avenue
- Potential for alternative uses STPP
- 2018 Planning report available on request
- Freehold
- Local Planning Authority: Newcastle Borough Council

Legal Representative

Kelsey Jarvis Dale Goddard Dunbar

- T 01782 284320
- kelsey@goddarddunbar.co.uk

To apply contact:

Land and Development bjb

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*data from September 2023







25 Laureston Avenue, Crewe, Cheshire East, CW1 5HU

- Semi-detached bungalow
- Two Bedrooms
- In need of modernisation
- Generous rear garden
- Freehold
- Council Tax B
- EPC C

Legal Representative

Janet Bossons

Moss Haselhurst

- T 01606 536823
- ianet.bossons@mosshaselhurst.co.uk

To apply contact:

Crewe bjb

- T 01270 213541
- E crewe@bjbmail.com



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roy@piceadesign.co.uk





















It is suggested that potential purchaser's make their own enquiries of mortgage lenders as to whether the property is mortgageable prior to making a bid at auction.

72 Beggars Lane, Leek, Staffordshire, ST13 8JR

- Detached house
- Four bedrooms
- In need of renovation & repair
- Freehold
- Council Tax C
- EPC E

Legal Representative

Catherine Griffiths

Charltons Solicitors

- T 01782 522111
- E Catherine@charltonssolicitors.co.uk

To apply contact:

Hanley bjb

- T 01782 202600
- E hanley@bjbmail.com



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214 Hungerford Road, Crewe, Cheshire, CW1 6EX

- Mid-terrace house
- Two Bedrooms
- In need of modernisation
- Freehold
- Council Tax B
- EPC D

Legal Representative

TBC

To apply contact:

Crewe bjb

- T 01270 213541
- E crewe@bjbmail.com









18 Elizabeth Street, Aberdare, Rhondda Cynon Taf, CF44 7NE

- Mid-terraced house
- · Previously three bedrooms
- In need of renovation and repair
- Freehold
- Council Tax TBC
- EPC-TBC

Legal Representative

Rhian Forward GGP Law

- T 01685 885500
- E rhian.forward@ggplaw.co.uk

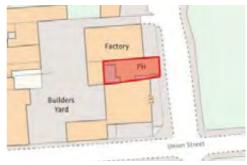
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Merthyr Tydfil Darlows

- T 01685 816394
- E MerthyrTydfilDAR@spicerhaart.co.uk







139 Lower Bryan Street, Hanley, Stoke-On-Trent, Staffordshire, ST1 5AT

- Public House & 2 bed apartment
- Potential for alternative uses STPP
- Approx. 134 sq.m (1,442 sq.ft)
- Close to City Centre
- Freehold
- EPC D (81)

Legal Representative

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Common Auction Conditions

7th Edition. Reproduced with the consent of RICS

The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

Glossary

This glossary applies to the auction conduct conditions and the sale conditions.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words:
- · a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the contract date (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.
- Actual completion date The date when completion takes place or is treated as taking place for the purposes of apportionment and calculating interest.
- Addendum An amendment or addition to the conditions or to the particulars or to both whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the auction.
- Agreed completion date Subject to condition G9.3:
 - (a) the date specified in the special conditions; or (b) if no date is specified, 20 business days after the contract date; but if that date is not a business day the first subsequent business day.
- **Approved financial institution** Any Bank or Building Society that is regulated buy a competent UK regulatory authority or is otherwise acceptable to the **auctioneers**.
- **Arrears** Arrears of rent and other sums due under the **tenancies** and still outstanding on the **actual completion date**.
- Arrears schedule The arrears schedule (if any) forming part of the special conditions.
- Auction The auction advertised in the catalogue.
- Auction conduct conditions The conditions so headed, including any extra auction conduct conditions.
- Auctioneers The auctioneers at the auction.
- Business day Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.
- Buyer The person who agrees to buy the lot or, if applicable, that person's personal representatives: if two or more are jointly the buyer their obligations can be enforced against them jointly or against each of them separately.
- Catalogue the catalogue for the auction as it exists at the date of the auction (or, if the catalogue is the different, the date of the contract) including any addendum and whether printed or made available electronically.
- Completion unless the seller and the buyer otherwise agree, the occasion when they have both complied with the obligations under the contract that they are obliged to comply with prior to completion, and the amount payable on completion has been unconditionally received in the seller's conveyancer's client account (or as otherwise required by the terms of the contract)
- Condition One of the auction conduct conditions or sales
- **Contract** The contract by which the **seller** agrees to sell and the **buyer** agrees to buy the **lot**.
- Contract date The date of the auction or, if the lot is not sold at the auction:
 - (a) the date of the sale memorandum signed by both the seller and buyer; or
 - (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

- Documents Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the special conditions relating to the lot.
- Extra general conditions Any conditions added or varied by the auctioneers starting at condition G30
- Financial charge A charge to secure a loan or other financial indebtness (not including a rentcharge).
- **General conditions** That part of the **sale conditions** so headed, including any extra general conditions.
- Interest rate if not specified in the special conditions, the higher of 6% and 4% above the base rate from time to time of barclays bank plc. The interest rate will also apply to any judgment debt, unless the statutory rate is higher.
- Lot Each separate property described in the catalogue or (as the case may be) the property that the seller has agreed to sell and the buyer to buy (including chattels, if any).
- Old arrears Arrears due under any of the tenancies that are not "new tenancies" as defined by the Landlord and Tenant (Covenants) Act 1995.
- Particulars The section of the catalogue that contains descriptions of each lot (as varied by any addendum).
- Practitioner An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).
- **Price** The price that the **buyer** agrees to pay for the **lot**. **Ready to complete** Ready, willing and able to complete: if
 - completion would enable the seller to discharge all financial charges secured on the lot that have to be discharged by completion, then those outstanding financial charges do not prevent the seller from being ready to complete.
- Sale conditions The general conditions as varied by any special conditions or addendum.
- Sale memorandum The form so headed (whether or not set out in the catalogue) in which the terms of the contract for the sale of the lot are recorded.
- Seller The person selling the lot. If two or more are jointly the seller their obligations can be enforced against them jointly or against each of them separately.
- Special conditions Those of the sale conditions so headed that relate to the lot.
- Tenancies Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to
- **Tenancy schedule** The tenancy schedule (if any) forming part of the special conditions.
- Transfer Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").
- **TUPE** The Transfer of Undertakings (Protection of Employment) Regulations 2006.
 - Value Added Tax or other tax of a similar nature.
- VAT option An option to tax.
- We (and us and our) The auctioneers.
- You (and your) Someone who has a copy of thecatalogue or who attends or bids at the auction, whether or not a buyer.

Important notice

- A prudent buyer will, before bidding for a lot at an auction:
 - Take professional advice from a conveyancer and, in
 - appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- · Inspect the lot;
- · Carry out usual searches and make usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- · Have finance available for the deposit and purchase price;
- · Check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent

If you choose to buy a lot without taking these normal precautions you do so at your own risk.

Auction Conduct Conditions

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

A2 Our role

- A2.1 As agents for each seller we have authority to:

 (a) prepare the catalogue from information supplied by or on behalf of each seller:
 - (b) offer each lot for sale:
 - (c) sell each lot;
 - (d) receive and hold deposits;
 - (e) sign each sale memorandum; and
 - (f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.
- A2.2 Our decision on the conduct of the auction is final.
- A2.3 We may cancel the auction, or alter the order in which lots are offered for sale. We may also combine or divide lots. A lot may be sold or withdrawn from sale prior to the auction.
- A2.4 You acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against us for any loss.
- A2.5 We may refuse to admit one or more persons to the auction without having to explain why
- A2.6 You may not be allowed to bid unless you provide such evidence of your identity and other information as we reasonably require from all bidders

A3 Bidding and reserve prices

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

A4 The particulars and other information

- A4.1 We have taken reasonable care to prepare particulars that correctly describe each lot. The particulars are based on information supplied by or on behalf of the seller. You need to check that the information in the particulars is correct.
- A4.2 If the special conditions do not contain a description of the lot, or simply refer to the relevant lot number, you take the risk that the description contained in the particulars is incomplete or inaccurate, as the particulars have not been prepared by a conveyancer and are not intended to form part of a legal contract.
- A4.3 The particulars and the sale conditions may change prior to the auction and it is your responsibility to check that you have the correct versions.
- A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

A5 The contract

- A5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This condition A5 applies to you if you make the successful bid for a lot.
- A5.2 You are obliged to buy the lot on the terms of the sale memorandum at the price you bid plus VAT (if applicable).
 A5.3 You must before leaving the auction:
 - You must before leaving the auction:

 (a) provide all information we reasonably need from you to enable us to complete the sale memorandum (including proof of your identity if required by us);

 (b) sign the completed sale memorandum; and

 (c) pay the deposit.
- A5.4 If you do not we may either:

(a) as agent for the seller treat that failure as your repudiation of the contract and offer the lot for sale again: the seller may then have a claim against you for breach of contract; or (b) sign the sale memorandum on your behalf.

A5.5 The deposit:

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

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

conveyancer)

We may retain the sale memorandum signed by or on

behalf of the seller until the deposit has been received in cleared funds.

A5.7 If the buyer does not comply with its obligations under the contract then:

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

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

- A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.
- A5.9 where we hold the deposit as stakeholder we are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions.

A6 Extra Auction Conduct Conditions

A6.1 Despite any condition to the contrary:

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

(b) Sub-clause (a) of Auction Conduct Condition A5.5 shall be deemed to be deleted and shall be replaced with the following: (a) is to be held as agent for the seller unless expressly stated otherwise in the special conditions provided that where VAT would be chargeable on the deposit were it to be held as agent for the seller, the deposit will be held as stakeholder despite any contrary provision in any condition; and" (c) where the deposit is paid to us to be held as stakeholder, we may if we choose transfer all or part of it to the seller's conveyancer for them to hold as stakeholder in our place. Any part of the deposit not so transferred will be held by us as stakeholder.

- A6.2 The buyer will pay A Buyers Administration Fee will be payable on exchange, as specified on the property listing to us for each lot purchased at the auction, prior to auction or post auction in addition to the deposit.
- A6.3 The buyer will provide proof of identity and residency to us.
 A6.4 We may accept payment by debit or credit card. Credit card payments carry a 2.5% surcharge. Credit card payment is not allowed for payment of deposit.
- A6.5 We may refuse admittance to any person attending the auction. We do not have to explain why.
- A6.6 The **buyer** will be photographed at the auction before the contract is signed.
 - 66.7 The Seller will not be under any obligation to remove any rubbish or other items whatsoever from the lot prior to completion of the purchase and the Buyer will not be allowed to delay completion or refuse to complete or claim compensation in respect of any rubbish or other items remaining on the lot.

General Conditions

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

The general conditions (as we supplement or change them by any extra general conditions or addendum) are compulsory but may be disapplied or changed in relation to one or more lots by special conditions. The template form of sale memorandum is not compulsory but is to be varied only if we agree. The template forms of special conditions and schedules are recommended, but are not compulsory and may be changed by the seller of a lot

G1 The lot

- G1.1 The lot (including any rights to be granted or reserved, and any exclusions from it) is described in the special conditions, or if not so described the lot is that referred to in the sale memorandum.
- G1.2 The lot is sold subject to any tenancies disclosed by the special conditions, but otherwise with vacant possession on completion.
- G1.3 From the contract date the seller has no obligation to insure the lot and the buyer bears all risks of loss or damage unless (a) the lot is sold subject to a tenancy that requires the seller to insure the lot
- (b) the special conditions require the seller to insure the lot G1.4 The lot is also sold subject to such of the following as may affect it, whether they arise before or after the contract date and whether or not they are disclosed by the seller or are apparent from inspection of the lot or from the documents: (a) matters registered or capable of registration as local land charces:
 - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
 (c) notices, orders, demands, proposals and requirements of any competent authority;
 - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
 - (e) rights, easements, quasi-easements, and wayleaves; (f) outgoings and other liabilities:
 - (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
 - (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and
 - (i) anything the **seller** does not and could not reasonably know about.
- G1.5 Where anything subject to which the lot is sold would expose the seller to liability the buyer is to comply with it and indemnify the seller against that liability.
- G1.6 The seller must notify the buyer of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the contract date but the buyer must comply with them and keep the seller indemnified.
- G1.7 The lot does not include any tenant's or trade fixtures or
- G1.8 Where chattels are included in the lot the buyer takes them as they are at completion and the seller is not liable if they are not fit for use.
- G1.9 The buyer buys with full knowledge of:
 (a) the documents, whether or not the buyer has read them;
 and
 - (b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.
- G1.10 The buyer is not to rely on the information contained in the particulars but may rely on the seller's conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

G2 Deposit

- G2.1 The amount of the deposit is the greater of: (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
- (b) 10% of the **price** (exclusive of any **VAT** on the **price**). G2.2 The deposit
 - (a) must be paid in pounds sterling by cheque or banker's draft drawn on an approved financial institution (or by any other means of payment that the auctioneers may accept); and

- (b) is to be held as stakeholder unless the auction conduct conditions provide that it is to be held as agent for the seller.
- G2.3 Where the auctioneers hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the seller on completion or, if completion does not take place, to the person entitled to it under the sale conditions. If a cheque for all or part of the deposit is not cleared on first presentation the seller may treat the contract as at an end
- and bring a claim against the **buyer** for breach of contract.

 G2.5 Interest earned on the deposit belongs to the **seller** unless the **sale conditions** provide otherwise.

G3 Between contract and completion

- G3.1 From the contract date the seller has no obligation to insure the lot and the buyer bears all risks of loss or damage unless: (a) the lot is sold subject to a tenancy that requires the seller to insure the lot
 - (b) the special conditions require the seller to insure the lot; (c) if the buyer so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - (d) at the request of the buyer use reasonable endeavours to have the buyer's interest noted on the policy if it does not cover a contracting purchaser;
 - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
 - (f) (subject to the rights of any tenant or other third party) hold on trust for the buyer any insurance payments that the seller receives in respect of loss or damage arising after the contract date or assign to the buyer the benefit of any claim; and the buyer must on completion reimburse to the seller the cost of that insurance (to the extent not already paid by the buyer or a tenant or other third party) for the period from and including the contract date to completion.
- G3.2 No damage to or destruction of the lot nor any deterioration in its condition, however caused, entitles the buyer to any reduction in price, or to delay completion, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
 G3.4 Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.

G4 Title and identity

- G4.1 Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.
- G4.2 If any of the **documents** is not made available before the **auction** the following provisions apply:
 - (a) The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
 - (b) If the lot is registered land the seller is to give to the buyer within five business days of the contract date an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the lot is being sold.
 - (c) If the lot is not registered land the seller is to give to the buyer within five business days an abstract or epitome of title starting from the root of title mentioned in the special conditions (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the buyer the original or an examined copy of every relevant document. (d) If title is in the course of registration, title is to consist of certified copies of:
 - (i) the application for registration of title made to the land registry; (ii) the **documents** accompanying that application;
 - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - (iv) a letter under which the seller or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the buyer.
 (e) The buyer has no right to object to or make requisitions on any title information more than seven business days after that information has been given to the buyer.

- G4.3 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
 - (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buver; and
 - (b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.
- G4.4 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.
- G4.5 The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.
- G4.6 The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgages and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.

G5 Transfer

- G5.1 Unless a form of **transfer** is prescribed by the **special** conditions:
 - (a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and
 - (b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.
- G5.2 If the seller remains liable in any respect in relation to the lot (or a tenancy) following completion the buyer is specifically to covenant in the transfer to indemnify the seller against that liability.
- G5.3 The **seller** cannot be required to **transfer** the **lot** to anyone other than the **buyer**, or by more than one **transfer**.
- G5.4 Where the **special conditions** state that the **seller** is to grant a new lease to the **buyer**
 - (a) the **conditions** are to be read so that the **transfer** refers to the new lease, the **seller** to the proposed landlord and the **buyer** to the proposed tenant;
 - (b) the form of new lease is that described by the **special conditions**; and
 - (c) the **seller** is to produce, at least five **business days** before the **agreed completion date**, the engrossed counterpart lease, which the **buyer** is to sign and deliver to the **seller** on **completion**.

G6 Completion

- G6.1 Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.
- G6.2 The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.
- G6.3 Payment is to be made in pounds sterling and only by: (a) direct transfer to the seller's conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.
- G6.4 Unless the seller and the buyer otherwise agree, completion cannot take place until both have complied with their obligations under the contract and the balance of the price is unconditionally received in the seller's conveyancer's client account.
- G6.5 If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.
- G6.6 Where applicable the contract remains in force following completion.

G7 Notice to complete

G7.1 The seller or the buyer may on or after the agreed

- completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.
- G7.2 The person giving the notice must be **ready to complete**.
- G7.3 If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:
 (a) terminate the contract;
 - (b) claim the deposit and any interest on it if held by a stakeholder;
 - (c) forfeit the deposit and any interest on it;
 - (d) resell the lot; and
 - (e) claim damages from the buyer.
- G7.4 If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:
 - (a) terminate the contract; and
 - (b) recover the deposit and any interest on it from the **seller** or, if applicable, a stakeholder.
- G8 If the contract is brought to an end
 - If the contract is lawfully brought to an end:
 (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
 - (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.

G9 Landlord's licence

- G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.
- G9.2 The contract is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
- G9.3 The agreed completion date is not to be earlier than the date five business days after the seller has given notice to the buyer that licence has been obtained. G9.4 The seller must:
 - (a) use all reasonable endeavours to obtain the licence at the seller's expense; and
 - (b) enter into any authorised guarantee agreement properly required.
 - The buyer must:
 - (a) promptly provide references and other relevant information; and
 - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the contract date (or such longer period as the seller and buyer agree) the licence has not been obtained the seller or the buyer may (if not then in breach of any obligation under this condition G9) by notice to the other terminate the contract at any time before licence is obtained. That termination is without prejudice to the claims of either seller or buyer for breach of this condition G9.

G10 Interest and apportionments

- G10.1 If the actual completion date is after the agreed completion date for any reason other than the seller's default the buyer must pay interest at the interest rate on the price (less any deposit paid) from the agreed completion date up to and including the actual completion date.
- G10.2 Subject to condition G11 the seller is not obliged to apportion or account for any sum at completion unless the seller has received that sum in cleared funds. The seller must pay to the buyer after completion any sum to which the buyer is entitled that the seller subsequently receives in cleared funds.
- G10.3 Income and outgoings are to be apportioned at actual completion date unless:

 (a) the buyer is liable to pay interest; and
 - (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.
- G10.4 Apportionments are to be calculated on the basis that:
 (a) the seller receives income and is liable for outgoings for

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

G10.5 if a payment due from the buyer to the seller on or after completion is not paid by the due date, the buyer is to pay interest to the seller at the interest rate on that payment from the due date up to and including the date of payment.

G11 Arrears

Part 1 Current rent

- G11.1 "Current rent" means, in respect of each of the tenancies subject to which the lot is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding completion.
- G11.2 If on completion there are any arrears of current rent the buyer must pay them, whether or not details of those arrears are given in the special conditions.
- G11.3 Parts 2 and 3 of this condition G11 do not apply to arrears of current rent.

Part 2 Buyer to pay for arrears

- G11.4 Part 2 of this condition G11 applies where the special conditions give details of arrears.
- G11.5 The buyer is on completion to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the special conditions. G11.6 If those arrears are not old arrears the seller is to assign to the buyer all rights that the seller has to recover those arrears.

Part 3 Buyer not to pay for arrears

- G11.7 Part 3 of this condition G11 applies where the special conditions:
 - (a) so state; or
 - (b) give no details of any arrears.
- G11.8 While any arrears due to the seller remain unpaid the buyer

(a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy; (b) pay them to the seller within five business days of receipt in cleared funds (plus interest at the interest rate calculated on a daily basis for each subsequent day's delay in payment);

(c) on request, at the cost of the seller, assign to the seller or as the seller may direct the right to demand and sue for old arrears, such assignment to be in such form as the seller's conveyancer may reasonably require;

(d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order:

(e) not without the consent of the seller release any tenant or surety from liability to pay arrears or accept a surrender of or forfeit any tenancy under which arrears are due; and (f) if the buyer disposes of the lot prior to recovery of all arrears obtain from the buyer's successor in title a covenant in favour of the seller in similar form to part 3 of this condition G11.

G11.9 Where the seller has the right to recover arrears it must not without the buyer's written consent bring insolvency proceedings against a tenant or seek the removal of goods from the lot.

G12 Management

- G12.1 This condition G12 applies where the lot is sold subject to tenancies.
- G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.
- G12.3 The seller must consult the buyer on all management issues that would affect the buyer after completion (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:

 (a) the seller must comply with the buyer's reasonable

requirements unless to do so would (but for the indemnity in paragraph (c)) expose the seller to a liability that the seller would not otherwise have, in which case the seller may act reasonably in such a way as to avoid that liability; (b) if the seller gives the buyer notice of the seller's intended act and the buyer does not object within five business days giving reasons for the objection the seller may act as the seller intends; and

(c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

G13 Rent deposits

Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied

- G13.1 This condition G13 applies where the seller is holding or otherwise entitled to money by way of rent deposit in respect of a tenancy. In this condition G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
- G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer**'s lawful instructions.
- G13.3 Otherwise the seller must on completion pay and assign its interest in the rent deposit to the buyer under an assignment in which the buyer covenants with the seller to:

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

G14 V/

- G14.1 Where a sale condition requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- G14.2 Where the special conditions state that no VAT option has been made the seller confirms that none has been made by it or by any company in the same VAT group nor will be prior to completion.

G15 Transfer as a going concern

- G15.1 Where the special conditions so state:
 - (a) the seller and the buyer intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and (b) this condition G15 applies.
- G15.2 The seller confirms that the seller

 (a) is registered for VAT, either in the seller's name or as a member of the same VAT group; and

 (b) has (unless the sale is a standard-rated supply) made in relation to the lot a VAT option that remains valid and will
- not be revoked before **completion**.

 G15.3 The **buyer** confirms that:
 - (a) it is registered for VAT, either in the buyer's name or as a member of a VAT group;
 - (b) it has made, or will make before **completion**, a **VAT option** in relation to the **lot** and will not revoke it before or within three months after **completion**;
 - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the lot as a nominee for another person.

 G15.4 The buyer is to give to the seller as early as possible before the agreed completion date evidence:
 - (a) of the buyer's VAT registration;
 - (b) that the buyer has made a VAT option; and (c) that the VAT option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two business days before the agreed completion date, condition G14.1 applies at completion.
- G15.5 The buyer confirms that after completion the buyer intends to:

(a) retain and manage the lot for the buyer's own benefit as a continuing business as a going concern subject to and with the benefit of the tenancies; and (b) collect the rents payable under the tenancies and charge VAT on them

G15.6 If, after completion, it is found that the sale of the lot is not a transfer of a going concern then:

(a) the seller's conveyancer is to notify the buyer's conveyancer of that finding and provide a VAT invoice in respect of the sale of the lot;

(b) the buyer must within five business days of receipt of the VAT invoice pay to the seller the VAT due; and (c) if VAT is payable because the buyer has not compiled with this condition G15, the buyer must pay and indemnify the seller against all costs, interest, penalties or surcharges that the seller incurs as a result.

G16 Capital allowances

- G16.1 This condition G16 applies where the special conditions state that there are capital allowances available in respect of the lot.
- G16.2 The seller is promptly to supply to the buyer all information reasonably required by the buyer in connection with the buyer's claim for capital allowances.
- G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special** conditions.
- G16.4 The seller and buver agree:

(a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and

(b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17 Maintenance agreements

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

G18 Landlord and Tenant Act 1987

- G18.1 This condition G18 applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- G18.2 The seller warrants that the seller has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19 Sale by practitioner

- G19.1 This condition G19 applies where the sale is by a practitioner either as seller or as agent of the seller.
- G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.
- G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.
- G19.4 The lot is sold:

(a) in its condition at completion;

(b) for such title as the seller may have; and(c) with no title guarantee;

and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:

(a) the documents must include certified copies of those under which the practitioner is appointed, the document of appointment and the practitioner's acceptance of appointment: and

(b) the seller may require the transfer to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

G20 TUPE

G20.1 If the special conditions state "There are no employees to which TUPE applies", this is a warranty by the seller to this effect.

G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:

(a) The seller must notify the buyer of those employees whose contracts of employment will transfer to the buyer on completion (the "Transferring Employees"). This notification must be given to the buyer not less than 14 days before completion.

(b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.

(c) The buyer and the seller acknowledge that pursuant and subject to TUPE, the contracts of employment between the Transferring Employees and the seller will transfer to the buyer on completion.

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

G21 Environmental

- G21.1 This condition G21 only applies where the special conditions so provide.
- G21.2 The seller has made available such reports as the seller has as to the environmental condition of the lot and has given the buyer the opportunity to carry out investigations (whether or not the buyer has read those reports or carried out any investigation) and the buyer admits that the price takes into account the environmental condition of the lot.
- G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

G22 Service Charge

- G22.1 This **condition** G22 applies where the lot is sold subject to **tenancies** that include service charge provisions.
- G22.2 No apportionment is to be made at **completion** in respect of service charges.
- G22.3 Within two months after completion the seller must provide to the buyer a detailed service charge account for the service charge year current on completion showing:

 (a) service charge expenditure attributable to each tenancy;
 (b) payments on account of service charge received from each tenant;

(c) any amounts due from a tenant that have not been received;
(d) any service charge expenditure that is not attributable to

any tenancy and is for that reason irrecoverable.

G22.4 In respect of each tenancy, if the service charge account shows that:

(a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the seller must pay to the buyer an amount equal to the excess when it provides the service charge account;

(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (arrears) applies.

- G22.5 In respect of service charge expenditure that is not attributable to any tenancy the seller must pay the expenditure incurred in respect of the period before actual completion date and the buyer must pay the expenditure incurred in respect of the period after actual completion date. Any necessary monetary adjustment is to be made within five business days of the seller providing the service charge account to the buyer.
- G22.6 If the seller holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

 (a) the seller must pay it (including any interest earned on it) to the buyer on completion; and

 (b) the buyer must covenant with the seller to hold it in accordance with the terms of the tenancies and to indemnify the seller if it does not do so.

G23. Rent reviews

G23.1 This condition G23 applies where the lot is sold subject

to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined

G23.2 The seller may continue negotiations or rent review proceedings up to the actual completion date but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the buyer, such consent not to be unreasonably withheld or delayed.

G23.3 Following completion the buyer must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the seller, such consent not to be unreasonably withheld or delayed.

G23.4 The seller must promptly:

(a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and

(b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

G23.5 The seller and the buyer are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the buyer must account to the seller for any increased rent and interest recovered from the tenant that relates to the seller's period of ownership within five business days of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before completion but the increased rent and any interest recoverable from the tenant has not been received by completion the increased rent and any interest recoverable is to be treated as arrears.

G23.8 The seller and the buyer are to bear their own costs in

relation to rent review negotiations and proceedings.

G24 Tenancy renewals

G24.1 This condition G24 applies where the tenant under a tenancy has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the seller to liability or penalty, the seller must not without the written consent of the buyer (which the buyer must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the seller receives a notice the seller must send a copy to the buyer within five business days and act as the buyer reasonably directs in relation to it.

G24.4 Following completion the buyer must:

(a) with the co-operation of the seller take immediate steps to substitute itself as a party to any proceedings; (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the tenancy and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable;

(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed tenancy) account to the seller for the part of that increase that relates to the seller's period of ownership of the lot within five business days of receipt of cleared funds.

G24.5 The seller and the buyer are to bear their own costs in relation to the renewal of the tenancy and any proceedings relating to this.

G25 Warranties

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

G25.2 Where a warranty is assignable the seller must:

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

G25.3 If a warranty is not assignable the **seller** must after **completion**:

(a) hold the warranty on trust for the buyer; and (b) at the buyer's cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

G26 No assignment

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

G27 Registration at the Land Registry

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

(a) procure that it becomes registered at Land Registry as proprietor of the **lot**;

(b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and

(c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This condition G27.2 applies where the **lot** comprises part of a registered title.

The **buyer** must at its own expense and as soon as practicable:

(a) apply for registration of the transfer;

(b) provide the **seller** with an official copy and title plan for the **buyer**'s new title; and

(c) join in any representations the **seller** may properly make to Land Registry relating to the application.

G28 Notices and other communications

G28.1 All communications, including notices, must be in writing.

Communication to or by the seller or the buyer may be given to or by their conveyancers.

G28.2 A communication may be relied on if:

(a) delivered by hand; or

(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

G28.3 A communication is to be treated as received:

(a) when delivered, if delivered by hand; or

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

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.

G29 Contracts (Rights of Third Parties) Act 1999

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

G30 Extra General Conditions

The following general conditions are to be treated as being amended as follows:

G17.2 the word "actual" shall be replaced by the word "agreed"

G25.3 (b) the words "or cost" shall be added at the end.

Property auctions

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