

Mark Jenkinson & son

ESTABLISHED 1877

INDEPENDENT PROPERTY PROFESSIONALS



Property with potential for sale by

ONLINE AUCTION

Tuesday 7th December 2021

40 LOTS

Bidding starts at 9am – concludes from 12 noon onwards

0114 276 0151

www.markjenkinson.co.uk

Have you a property suitable for **auction**?

MJS Auctions are market leaders in Sheffield and South Yorkshire. If you would like to be part of our success and have a property suitable to be sold by auction we would be very happy to hear from you.

The Auction dates for 2021 can be found on the facing page – the deadline for entries is strict so please contact us a week or so beforehand to allow plenty of time for preparing your property for sale.

The most suitable properties for auction include:

- Houses requiring complete or partial modernisation
- Houses with sitting tenants
- Individual houses of character
- Building plots or development sites
- Ground rent portfolios
- Student investment property
- Commercial investments
- Properties with structural problems
- Stabling and land for grazing
- Unusual buildings for redevelopment

JOINT AGENCIES WELCOME

If the property you are selling is currently on the market with an Agent we are always happy to act jointly. If you would like an indication as to how much the property will sell for at auction send a copy of the current Agent's brochure with your name, address and telephone number for a quotation.

Contact **Adrian Little** FRICS FNAVA
adrian@markjenkinson.co.uk | 0114 276 0151

Our final auction of the year will take place online rather than at our usual venue of Bramall Lane. The lots will be offered in the order set out in the catalogue and all prospective bidders will need to go through the registration process via our website in order to bid.

Sheffield and South Yorkshire's Leading Auctioneers

The EIGHTH Property with Potential for AUCTION of 2021 **Tuesday 7th December**

Bidding starts at 9am – concludes 12 noon onwards

40 lots including:

- Vacant Houses requiring modernisation
- Residential and Industrial ground rents
- Vacant and tenanted public houses
- Commercial premises
- Larger restoration projects
- Land with and without planning for development
- A former dance studio
- Grazing land with stables

Properties located in and around:

Sheffield, Rotherham, Barnsley, Scunthorpe, Chesterfield, Derbyshire, Hull, Mexborough & Doncaster

Acting on behalf of and in conjunction with:



(Subject to conditions of sale and unless sold beforehand)

Auctioneer: Adrian W Little FRICS FNAVA

2020 auction results

8 auctions, 231 Lots, 217 sold for £32.2 million – 94% success rate

Next auction: Tuesday 25 January 2022 – Deadline Friday 17 December

Auction dates for 2021

26 JANUARY

36 of 38 Lots sold for £5.12m
94% success rate

2 MARCH

20 of 23 Lots sold for £3.47m
87% success rate

13 APRIL

27 of 30 Lots sold for £5.24m
90% success rate

25 MAY

31 of 38 Lots sold for £4.84m
81% success rate

13 JULY

27 of 30 Lots sold for £4.17m
90% success rate

7 SEPTEMBER

31 of 36 Lots sold for £5.81m
87% success rate

19 OCTOBER

25 Lots sold for £2.31 million
80% success rate

7 DECEMBER

40 Lots

Introducing Mark Jenkinson Online Auctions

Mark Jenkinson Online Auctions is a new, innovative and pioneering platform for buying and selling property.

It provides all the benefits synonymous with traditional auctions, including speed and certainty of sale, transparency and zero risk of gazumping or double-selling, but with the added advantage of being able to bid pressure-free from the comfort of your own home or office via desktop, tablet or mobile phone.

REGISTRATION

A STRAIGHTFORWARD PROCESS FROM START TO FINISH

In order to bid at Mark Jenkinson Online Auctions you will first need to create an account by providing your contact details. You will be required to verify your email address, by clicking an activation link that we'll send to you via email. Once you've created an account you can 'watch' lots that you're interested in (you'll be kept up-

to-date throughout the auction cycle), as well as gain access to the legal packs. In order to place a bid on a lot you will need to complete the bidder registration steps, as detailed below.

Please note, the first time you register to bid you will also be asked to verify your mobile

number and upload copies of your photo ID (e.g. driver's licence or passport) and recent proof of address (dated within the last 3 months). This is required so we can easily keep in touch and helps us confirm your identity in the event of you purchasing a lot.

ACCEPT TERMS

ENSURE YOU READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS

You will be asked to read and accept our Online Auction Terms and Conditions. Additionally, there may be specific documentation relating to the

sale of the property you're registering to bid on that will need to be read and accepted before you are able to bid.

Once accepted, you will receive a copy of the document(s) via email for your own records.

BIDDER SECURITY

REGISTER YOUR CREDIT OR DEBIT CARD FOR THE BIDDER SECURITY

In order to bid online you will be required to register a credit or debit card for the bidder security deposit. We use Sagepay who provide a secure, online card registration facility, and they will attempt to place a 'hold on funds' on your account for the bidder security amount (often known as a 'payment shadow' as no money is

taken at this stage). The bidder security amount will be clearly displayed when registering your card.

On the fall of the electronic gavel, the winning bidder's card will be automatically debited for the bidder security amount, whilst all the

unsuccessful bidder's cards will have their shadow payments released (this can take several days depending on the card provider). For more information about this process please read the detailed explanation at the end of this document.

AUCTIONEER REVIEW

FINAL STEP – AUCTIONEER REVIEW

Once you have completed the bidder registration steps, Mark Jenkinson will review your registration to bid. We may contact you to obtain some additional information, so that we can

electronically verify your identity with a credit reference agency – this is a quick and simple process which leaves a 'soft footprint' and doesn't

affect your credit score. You will be notified by email as soon as you have been approved to bid.

DUE DILIGENCE

RECOMMENDED DUE DILIGENCE BEFORE BIDDING

In general terms, you are strongly advised to view the property and take professional advice as to its condition and suitability. You should also ensure that you thoroughly read and understand the legal pack and any other associated documentation

available online, and take proper legal advice accordingly. Finally, understand the contract you are entering into and the financial commitment that you will be liable for should you be the successful purchaser.

GUIDES AND RESERVES

UNDERSTAND THE GUIDE PRICE AND RESERVE PRICE

What is a Guide Price?

A Guide Price is an indication as to where the Reserve is currently set. It is not necessarily what the auctioneer expects to sell the lot for, and should not be taken as a valuation or estimate of sale price. The reserve will not exceed the Guide Price by more than 10% if it is a single figure Guide price, and if a Guide Price range is quoted, the Reserve will fall within that range.

What is a Reserve Price?

The Reserve is the minimum figure that the Auctioneer is currently authorised by the vendor to sell the property for. Please note that Reserve is liable to change throughout the course of marketing. The Auctioneer reserves the right to lower the Reserve during the auction to a level that matches the existing highest bid. In the event that there were no further bids, the bidder

who placed that 'highest bid' will be declared the purchaser at the end of the auction process.

BIDDING

STRESS-FREE BIDDING FROM THE COMFORT OF YOUR OWN HOME

When the auction opens, you will be able to place bids in line with the pre-determined bid increment levels, using the bid increase (+) and decrease (-) buttons provided. Having set your preferred bid amount and clicking the 'Place Bid' button, you will be asked to confirm your bid at which point it will be placed.

Every time you submit a bid you will be clearly shown whether your bid was successful, and a full list of all bids is displayed on-screen at all times.

Maximum (proxy) bids

You are not restricted to placing a bid at the minimum bid amount, but can instead increase your bid and place a maximum (proxy) bid in the system. By setting a maximum bid, the system will automatically bid on your behalf to maintain your position as the highest bidder, up to your maximum bid amount. If you are outbid, you will be notified via email so you can opt to increase your bid if you so choose.

How proxy bids work with the reserve price

Virtually every lot is sold subject to a reserve price (the minimum price that the auctioneer is authorised to sell for on the day). When you submit a maximum bid, the actual bid placed by the system will depend on where the reserve

price is in relation to your maximum bid, as defined below.

If your maximum bid is below the reserve price

- The system will place an immediate bid at your maximum bid amount.

If your maximum bid is at or above the reserve price

- The system will automatically increase your bid to be at the reserve, and will only bid again on your behalf if you are subsequently outbid by another bidder (up to your maximum bid amount).
- If another bidder has already placed the same maximum bid or higher, they will be the highest bidder at your max bid level and the system will notify you via email so you can place another bid.

NB: Your maximum bid is kept completely confidential – its presence or amount are not disclosed to the auctioneer, vendor or any other bidder.

Bidding example:

1. The current bid on a lot is £90,000. The reserve price has been set at £100,000 (not disclosed).

2. Tom wants to bid. The minimum bid amount is £91,000 but Tom decides to place a maximum bid of £97,000. This is below the reserve price, so the system places a bid for Tom at his maximum bid amount and he becomes the highest bidder at £97,000.
3. Jane logs on to bid. The minimum bid amount is £98,000 but Jane places a maximum bid of £105,000. The system automatically increases Jane's bid to meet the reserve and she is now the highest bidder at £100,000. However, Jane still has a proxy bid of £105,000 "in the system" which will automatically bid on her behalf if anyone else places a bid.
4. Tom is notified that he has been outbid. If no more bids are placed Jane would win the lot for £100,000.
5. Tom places a bid of £101,000, and Jane's proxy bid instantaneously outbids him at £102,000 as this is the lowest bid required to make her the highest bidder.
6. Tom then places a maximum bid of £105,000. The current bid jumps to £105,000 with Jane as the highest bidder as she placed a proxy bid at that amount before Tom did.
7. Tom then places a bid at £106,000 and wins the lot as there are no other bids and it is above reserve.

BIDDING EXTENSIONS

THE BIDDING EXTENSION WINDOW ELIMINATES 'BID SNIPING'

Unlike eBay, bid sniping is impossible on our online auction platform. All auctions will close as per their advertised 'Auction End Date', however if a bid is placed within the final 60 seconds of the auction's scheduled end time the auction will be extended by an additional 60 seconds – known as the 'bidding extension window'.

If a bid is placed in the bidding extension window, the countdown clock will immediately reset to 60 seconds again, and the auction will only finish when an entire 60 second bidding extension window passes without any further bids being placed, i.e. 60 seconds of 'bidding silence'. This ensures every bidder has a fair and equal opportunity to place another bid.

Do not leave your bid to the last few seconds. It gives you no advantage, you risk your bid not being received by the server in time and you could lose the lot to another bidder. Bidding is based on the server time and not your device which could be up to 2 seconds behind the server.

FALL OF THE GAVEL

LEGAL POSITION WHEN YOU'VE WON THE AUCTION

We offer property for sale by immediate, unconditional contract. This means that the fall of the electronic gavel constitutes an exchange of contracts between the buyer and seller.

Both parties are legally bound to complete the transaction – usually within 20 working days following the close of the auction but this will be confirmed within the legal documentation.

POST AUCTION

WE'LL GUIDE YOU THROUGH TO COMPLETION

If you are the successful purchaser, we'll be in touch following the online auction to discuss the next steps. The system will take the bidder security amount from your registered credit or

debit card (all underbidders will have their hold on funds released); the contract will then be signed on your behalf with copies being sent to both your solicitor and the seller's solicitor.

For more information contact Mark Jenkinson on 0114 276 0151

PAYMENTS EXPLAINED

HOW THE PAYMENT REGISTRATION WORKS

In order to bid online you are required to submit details of a credit or debit card. When you register your card, we will be placing a hold on funds on your credit card (or bank account if you use a debit card), to the value of the bidder security deposit. This means that the amount we're holding will affect the available amount you have to spend on your card, as the amount will be ring-fenced and you will not be able to spend it until the hold has been released.

If you are the winning bidder then the amount will be taken in full from your registered credit card or bank account **immediately following the close of the auction**. If you are not a winning bidder then the hold on funds will be released from your card, but be aware that it can take anything from a few hours up to several days for the hold to be released (dependent on the card issuer). If in doubt, contact your card issuer. Please be aware that you will not have access to the funds until the hold has been released.

Legal documents and additional fees

Why it is important to look at the online legal pack

All properties in this catalogue will be offered subject to the General and Special Conditions of sale prepared by the seller's legal representative. You are strongly advised to inspect the online legal pack via our website and where necessary, take independent advice. In registering for the legal pack you will also indicate your interest in that particular lot and we will be able to communicate in the event of any changes.



Additional fees to be paid by the buyer

This catalogue is usually printed ahead of the legal pack and we are unable to confirm any additional fees outlined in the Special Conditions of sale at the time of going to print.

We strongly advise checking for –

Auctioneer's administration fee – The amount of £750 including VAT is payable in all instances, whether buying before, at or after the auction

Local Authority fees – it is common practice for Council clients to make an additional % charge to cover their legal, surveyors and selling fees. Amounts do vary.

Search Fees – some solicitors will reclaim the cost of carrying out searches from the buyer

VAT – Some commercial properties will be subject to Value Added Tax at 20%

Stamp Duty – This will vary, not only with the amount paid for the property but with the circumstances of the buyer and the property's intended use.

Rent arrears – in the case of investment properties, the buyer may be responsible for the payment of any outstanding rent.

Contributions to the seller's legal and/or auctioneer's costs.

Guide prices and Reserves

Guide price definition

An indication as to 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 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 or 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 Definition

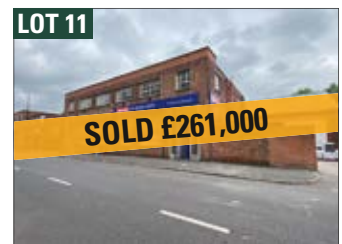
The seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve can and may be subject to change up to and including the day of the auction.

Catalogue Production: www.thearkdesign.co.uk

October Online Success!

20 of 25 Lots sold for £2.31 million – 80% success rate

1	763 STANNINGTON ROAD	£108,500
2	7 MIDDLECLIFF RISE	£65,000
3	1 CHARLESWORTH STREET	POSTPONED
4	144 SOUTHEND ROAD	£95,000
5	ARMROYD LANE	£33,500
6	LAND ADJOINING 26 BARROW SYKE	£44,000
7	FORMER SCHOOL BUILDINGS, NORFOLK HILL	AVAILABLE
8	LAND AT HORNDANE ROAD / BARNSELY ROAD	AVAILABLE
9	16 HALE STREET	£193,000
10	11 PORTLAND STREET	POSTPONED
11	145-147 CARLISLE ROAD	£261,000
12	LAND & STABLES (UPPER FIELD), OPPOSITE WHITE ACRES FARM, SPOUT LANE	SOLD AFTER AUCTION
13	LAND & STABLES (LOWER FIELD), OPPOSITE WHITE ACRES FARM, SPOUT LANE	AVAILABLE
14	65 HIGH STREET	£86,000
15	FORMER EMPIRE BINGO, SWINTON ROAD	SOLD PRIOR
16	FORMER PRIMITIVE METHODIST CHAPEL	£168,000
17	CARRHOUSE COTTAGE, CARRHOUSE ROAD	£198,000
18	ALKBOROUGH METHODIST CHURCH, FRONT STREET	£65,000
19	63 NEWLANDS DRIVE	£128,000
20	40 SHIREGREEN LANE & 1 MONKTON ROAD	£210,000
21	323 DEERLANDS AVENUE	£90,000
22	351 MAIN ROAD	£87,000
23	359-361 GLOSSOP ROAD	AVAILABLE
24	FLASHLEY CARR LANE	AVAILABLE
25	84 SPRING CLOSE VIEW	£38,000
26	192 NORTH WINGFIELD ROAD	£151,000
27	108 OSGATHORPE ROAD	£78,000



Mark Jenkinson & son
ESTABLISHED 1877
INDEPENDENT PROPERTY PROFESSIONALS

Next online auction 25th January 2022

Deadline for entries
17th December 2021

Contact adrian@markjenkinson.co.uk



Order of sale 41 Lots Commencing at 9am prompt

1	302 NEEPSSEND LANE	NEEPSSEND	SHEFFIELD	VACANT WORKSHOP/STORE
2	13 & 13A CROOKES	CROOKES	SHEFFIELD	VACANT SHOP/& FLAT
3	363 GLOSSOP ROAD	S10	SHEFFIELD	VACANT RESIDENTIAL
4	8 HAZEL GROVE	CHAPELTOWN	SHEFFIELD	VACANT HOUSE
5	274 OWLER LANE	PAGE HALL	SHEFFIELD	VACANT HOUSE
6	3 TOWER STREET	S70	BARNSELY	VACANT HOUSE
7	29 HIGH STREET	GRIMETHORPE	BARNSELY	RESIDENTIAL INVESTMENT
8	1 CHAPEL LANE	DN17	SCUNTHORPE	VACANT HOUSE
9	5 HIGH STREET	DN17	SCUNTHORPE	VACANT HOUSE
10	THE CANNON HOTEL, 30 CASTLE STREET	S3	SHEFFIELD	CITY CENTRE INVESTMENT
11	83 COPLEY ROAD & 46 BROXHOLME LANE	DN1	DONCASTER	COMMERCIAL INVESTMENT
12	FREEHOLD GROUND RENT AT 17-23 WASSAND STREET	HU3	HULL	GROUND RENTS
13	178 SHEFFIELD ROAD	S70	BARNSELY	VACANT OFFICES
14	62-66 MAIN STREET	S64	MEXBOROUGH	INVESTMENT
15	126-128 DONCASTER ROAD	S70	BARNSELY	CAFÉ/FLATS
16	235 MANOR ROAD	BRIMINGTON	CHESTERFIELD	VACANT HOUSE
17	LYNDHURST, 37 DONCASTER ROAD	DARFIELD	BARNSELY	VACANT HOUSE
18	13 WHISTON GROVE	WHISTON	ROTHERHAM	VACANT HOUSE
19	106 ALBERT ROAD	S8	SHEFFIELD	INVESTMENT
20	LAND OFF DARLEY AVENUE	WARD GREEN	BARNSELY	VACANT SITE
21	LAND TO THE NORTH EAST OF MARSHLAND ROAD	THORNE	DONCASTER	WOODLAND
22	19 NEWBOLD ROAD	S41	CHESTERFIELD	VACANT PREMISES
23	LAND & STABLES (LOWER FIELD), OPPOSITE WHITE ACRES FARM, SPOUT LANE	STANNINGTON	SHEFFIELD	GRAZING LAND
24	34-38 MARKET STREET	WOODHOUSE	SHEFFIELD	DEVELOPMENT OPPORTUNITY
25	24 CLARENDON ROAD	EASTWOOD	ROTHERHAM	VACANT HOUSE
26	52 LLOYD STREET	PAGEHALL	SHEFFIELD	VACANT HOUSE
27	FREEHOLD GROUND RENTS AT BEAVER CLOSE	HANDSWORTH	SHEFFIELD	GROUND RENTS
28	FLAT 48, REGENT HOUSE, 11 REGENT STREET	S70	BARNSELY	RESIDENTIAL INVESTMENT
29	FLAT 41, REGENT HOUSE, 11 REGENT STREET	S70	BARNSELY	RESIDENTIAL INVESTMENT
30	39 OLDROYD AVENUE	GRIMETHORPE	BARNSELY	RESIDENTIAL INVESTMENT
31	11 PORTLAND STREET	SOLD PRIOR		
32	267, 267A - 267B HANDSWORTH ROAD	HANDSWORTH	SHEFFIELD	COMMERCIAL INVESTMENT
33	204 CRICKET INN ROAD	WYBOURN	SHEFFIELD	FORMER PUBLIC HOUSE
34	15 STOKE STREET	S9	SHEFFIELD	VACANT INDUSTRIAL
35	THE BIG GUN, 11-17 WICKER	S3	SHEFFIELD	COMMERCIAL INVESTMENT
36	150 PONTEFRAC T ROAD	S71	BARNSELY	VACANT PUB
37	GARAGE 18 AT BRINCLIFFE COURT, NETHER EDGE ROAD	NETHER EDGE	SHEFFIELD	GARAGE
38	5A HUNT LANE	BENTLEY	DONCASTER	RESIDENTIAL INVESTMENT
39	49 BURTON AVENUE	BALBY	DONCASTER	RESIDENTIAL INVESTMENT
40	103 HAGUE LANE	SOLD PRIOR		

LOT

1 302 Neepsend Lane, Sheffield, South Yorkshire S3 8AW

GUIDE PRICE £25,000 PLUS*

VACANT WORKSHOP/STORE

- Two storey workshop/store – 84sq m (905sq ft)
- In need of complete renovation
- Freehold – part over sails the neighbouring property at first floor level
- Prominent location
- Attractively priced to ensure a sale
- Cash offers only

Accommodation

Ground Floor

Store/Works – 5.7m x 5.5m

First Floor

Store/Works – 8.8m x 6m
Access is from a single pedestrian door fronting Neepsend Lane.

Tenure

Freehold – please note part of the first floor over sails the neighbouring property at first floor level.

EPC Rating

A full copy of the EPC will be available to view via our website

VIEWING

Strictly by appointment with the auctioneers 01142760151 or reception@markjenkinson.co.uk

SOLICITORS

Pennine Law, PO Box 259 1 Crown House Penistone, Sheffield S36 6HX



* Red line boundaries are shown for identification only



LOT

2 13 & 13A Crookes, Crookes, Sheffield, South Yorkshire S10 1UA

GUIDE PRICE £125,000*

VACANT SHOP & FLAT

- Stone fronted end of terrace sales shop and flat
- High profile position on the main approach into Crookes
- Ground floor – former barbers shop – 40.84sq m (439sq ft)
- Residential to upper floors
- Suitable for own occupation or investment
- Potential for a number of business uses
- Sales Shop – Total Gross internal floor area – 40.84sq m
- Frontage 3.65sq m
- Depth 8.44sq m
- Sales area 32.26sq m
- Rear area & WC 8.58sq m

Residential

First Floor

Sitting room 3.66m x 3.62m
Under stairs store
Kitchen 2.54m x 2.99m

Second Floor

Bedroom 3.57m x 5.42m with rear dormer window
Shower room/WC

Outside

Rear yard with access to the first floor flat

EPC Rating

Full copies of the EPCs will be available to view via our website

VIEWING

Strictly by appointment with the auctioneers 01142760151 or reception@markjenkinson.co.uk

SOLICITORS

Banner Jones, Third Floor Abbey House 11 Leopold Street, Sheffield S1 2GY



LOT

3 363 Glossop Road, Sheffield, South Yorkshire S10 2HQ

GUIDE PRICE £275,000*

VACANT RESIDENTIAL

- Attractive double fronted Grade II Listed freehold residence
- Prime location in the heart of Sheffield's University and Hospital sector
- Accommodation over three floors offering high ceilings
- Listed building consent granted for attic and basement conversions turning this house into a potential 5 bed, 4 bath property with a study
- Consent includes internal alterations, rooflights and opening in rear garden wall for parking access
- Previously let by the university of Sheffield as student residential accommodation from the 1990s until 2019
- Excellent potential offered

Ground Floor

Reception hallway
Sitting room 4.65m x 3.58m
Dining kitchen 4.61m x 4.10m

Lower Ground Floor

Utility room 4.26m x 3.88m
Under stairs store

Front basement

First Floor

Landing
Front bedroom one 3.53m x 4.56m
Rear bedroom two 4.11m x 3.08m
Front bedroom three 2.61m x 2.15m
Bathroom/WC 3.34m x 2.05m

Outside

Forecourt & garden
Further rear garden area with access to lower ground floor

Planning

Listed Building Consent was granted by Sheffield CC on the 25th June 2021 for "Attic and basement conversions, including internal alterations, new rooflights, new rear doors and window" Ref 21/01554/LBC. Full details can be seen at <https://planningapps.sheffield.gov.uk/online-applications/applicationDetails.do?activeTab=suimary&keyVal=QR1G4NNYGOL00>

Tenure

Freehold

EPC Rating D

A full copy of the EPC will be available to view via our website



VIEWING

Strictly by appointment with the auctioneers 01142760151 or reception@markjenkinson.co.uk

SOLICITORS

Taylor & Emmet LLP, 57 Sheffield Road, Dronfield S18 2GF

LOT

4 8 Hazel Grove, Chapeltown, Sheffield, South Yorkshire S35 1TW

GUIDE PRICE £160,000–180,000*

VACANT HOUSE

- Traditional three bedroom semi-detached
- Good size plot with room to extend
- Sought after part of Chapeltown
- Driveway & brick built garage
- uPVC windows & gas central heating
- In need of general modernisation
- Excellent potential offered
- Walking distance of Chapeltown railway station & shops

Ground Floor

Reception hallway
Through lounge/dining room 7.64m x 3.66m narrowing to 3.15m
Kitchen 2.64m x 2.17m with under stairs store
Rear porch 2.24m x 1.76m

First Floor

Landing
Front bedroom one 4.42m x 3.28m with built-in wardrobes
Rear bedroom two 3.24m x 3.16m
Front bedroom three 2.30m x 2.19m
Bathroom 1.71m x 1.50m
Separate WC

Outside

The property occupies a good size plot with mature front & rear gardens with a driveway leading to brick built garage.
Good size level rear garden with aluminium frame greenhouse

EPC Rating

A full copy of the EPC will be available to view via our website

VIEWING

Strictly by appointment with the auctioneers 01142760151 or reception@markjenkinson.co.uk

SOLICITORS

Taylor & Emmet LLP, 20 Arundel Gate, Sheffield S1 2PP



LOT

5 274 Owler Lane, Page Hall, Sheffield, South Yorkshire S4 8GF

GUIDE PRICE £60,000–£70,000*

VACANT HOUSE

- Attractively modernised end terrace house
- Ready for immediate occupation/letting
- Gas central heating, uPVC double glazing
- Enclosed rear garden
- Recently refurbished bathroom
- Convenient for Northern General Hospital & Meadowhall

Ground Floor

Sitting room 3.46m × 3.48m
Dining kitchen 3.39m × 3.49m opening to 4.32m
Rear porch

First Floor

Landing
Front bedroom 3.49m × 3.48m
Rear bedroom 2.50m × 2.05m
Bathroom/WC – off rear bedroom 2.53m × 1.33m with modern white suite, shower & heated towel rail

Second Floor

Attic Bedroom 5.12m × 3.49m with rear facing Velux window

Outside

Raised forecourt
Enclosed rear garden
Note There is an outbreak of Japanese Knotweed on the adjoining site

Tenure

Freehold
The advertising hoarding to the gable wall is held Leasehold for 99

years from 30th May 2007

EPC Rating E

A full copy of the EPC will be available to view via our website

VIEWING

Strictly by appointment with the auctioneers 01142760151 or reception@markjenkinson.co.uk

SOLICITORS

Taylor & Emmet LLP, 20 Arundel Gate, Sheffield S1 2PP



LOT

6 3 Tower Street, Barnsley, South Yorkshire S70 1QS

GUIDE PRICE £35,000 PLUS*

VACANT HOUSE

- Two bedroom stone fronted inner terrace
- Of interest to builders & investors
- In need of complete renovation
- Convenient & popular location

Ground Floor

Sitting room 3.59m × 3.77m
Inner lobby
Dining kitchen 3.65m × 3.58m
Cellar head

Basement

Cellar

First Floor

Landing
Front bedroom 3.78m × 3.60m with closet
Rear bedroom 3.62m × 1.84m
Shower room/WC 2.71m × 1.66m

Outside

Rear yard area

EPC Rating

A full copy of the EPC will be available to view via our website

VIEWING

By appointment with Adrian Little adrian@markjenkinson.co.uk

SOLICITORS

Howard & Co, Harewood House 2–4 Victoria Road, Barnsley S70 2BB



LOT

7 29 High Street, Grimethorpe, Barnsley, South Yorkshire S72 7LS

GUIDE PRICE £45,000 PLUS*

RESIDENTIAL INVESTMENT

- Good size 3 bedroom inner terrace house
- Long established shorthold tenancy
- Let at £420.33 every 4 weeks (£5,464.29 pa)
- Gas central heating & uPVC double glazing
- Some new carpets & floor coverings including laminate floor to kitchen
- Recently refitted bathroom
- Car parking to the rear
- Convenient location in the centre of Grimethorpe

Ground Floor

Sitting room 3.78m × 3.93m
Dining kitchen 3.93m × 3.88m
Rear lobby
Bathroom/WC 1.75m × 1.93m

First Floor

Landing
Front bedroom 3.93m × 3.84m
Rear bedroom 4m × 2.97m

Second Floor

Attic bedroom 5.32m × 3.93m

Outside

Forecourt
Rear yard with car parking space

Tenancy Details

The current tenant has been in occupation since 18th November 2013 by way of an Assured Shorthold tenancy at a rent

equivalent to £420.33 every 4 weeks

EPC Rating D

A full copy of the EPC will be available to view via our website

VIEWING

External inspection only

SOLICITORS

Howard & Co, Harewood House 2–4 Victoria Road, Barnsley S70 2BB



LOT

8 1 Chapel Lane, East Butterwick, Scunthorpe, Lincolnshire DN17 3AD

GUIDE PRICE £90,000–£100,000*

VACANT HOUSE

- Three bedroom semi-detached house
- In need of complete modernisation
- Large Freehold plot of 383sq m with ample room to extend
- Driveway & garage
- Of interest to builders & investors
- Excellent potential offered

Ground Floor

Entrance lobby
Sitting room 4.24m x 3.95m
Under stairs store
Dining kitchen 4.89m x 2.41m
Large rear porch 3.13m x 3.07m
Store room 1.46m x 1.35m
WC 1.51m x 0.86m

First Floor

Landing
Front bedroom 3.14m x 3.05m
Rear bedroom one 3.56m x 2.56m
Rear bedroom two 2.63m x 2.26m
Bathroom/WC 1.66m x 1.78m

Outside

The property occupies a larger than average plot at approximately 383 sqm with lawned front garden & long driveway.
Garden area to the rear with dilapidated garage and adjoining store/carport. Ample room to extend subject to the appropriate consents

EPC Rating E

A full copy of the EPC will be available to view via our website

JOINT AUCTIONEERS

Grice & Hunter, Epworth



VIEWING

Viewing by appointment with the joint auctioneers,

SOLICITORS

HSR Law, 7/8 South Parade,
Doncaster DN1 2ED



LOT

9 5 High Street, Crowle, Scunthorpe, Lincolnshire DN17 4LD

GUIDE PRICE £60,000 PLUS*

VACANT HOUSE

- Three storey inner terrace
- Includes 4 bedrooms & 2 bathrooms
- Part of a Grade II group listing in a conservation area setting
- Potential for owner occupation or letting
- Popular small town location
- Gas fired central heating

Ground Floor

Living Kitchen 6.9m x 3.5m

First Floor

Landing
Sitting room 5.6m x 3.33m
Bedroom 3.5m x 2.3m
Shower room/WC 3.4m x 1.4m

Second Floor

Bathroom 2.3m x 3.5m
Front bedroom one 3.3m x 3.6m
Rear bedroom 2.7m x 3.5m
Front bedroom two 2.3m x 3.3m

Outside

Covered joint side access to rear patio & garden area with store place

EPC Rating

A full copy of the EPC will be available to view via our website

JOINT AUCTIONEERS

Grice & Hunter, 23 High Street,
Epworth, Doncaster, DN9 1EP



VIEWING

By appointment with Grice & Hunter
on 01427 873 684

SOLICITORS

B G Solicitors LLP, 12–18 Frances
Street, Scunthorpe DN15 6NS



LOT

10 Cannon Hotel, Castle Street, Sheffield, South Yorkshire S3 8LT
GUIDE PRICE £575,000*

I CITY CENTRE INVESTMENT



- **Imposing landmark city centre Freehold building of considerable character**
- **Former Cannon Pub, converted and refurbished to a high specification**
- **Comprises two part refurbished ground floor retail units**
- **Three spacious and attractively appointed 3 bed apartments above**
- **High standard of internal fittings**
- **Excellent investment potential and worthy of an inspection**
- **Basement areas providing additional potential**

First Floor Apartment

Reception Hallway
 Lounge 4.25m x 3.39m
 Dining Kitchen 5.06m x 2.92m
 Utility Area 1.89m x 1.63m
 Bathroom 3.3m x 1.83m
 Master Bedroom 3.41m x 3.10m
 Ensuite Bathroom 1.71m x 1.83m
 Bedroom Two 3.54m x 2.82m
 Bedroom Three 2.86m x 3.61m

Dining Kitchen 4.95m x 3.04m
 Utility Area 1.80m x 1.68m
 Bathroom 3.04m x 1.82m
 Master Bedroom 3.37m x 3.12m
 Ensuite Bathroom 1.70m x 1.84m
 Bedroom Two 3.55m x 2.83m
 Bedroom Three 3.58m x 2.87m

Second Floor Apartment

Reception Hall
 Lounge 4.25m x 3.35m

Top Floor Apartment

Reception Hall
 Sitting Room 4.24m x 3.35m
 Dining Kitchen 4.93m x 3.06m
 Utility Area 1.73m x 1.63m
 Master Bedroom 3.51m x 3.04m

Ensuite Bathroom 1.70m x 1.82m
 Bedroom Two 2.79m x 3.53m
 Bedroom Three 2.82m x 3.58m

Tenure
 Freehold

Note
 The buyer will be responsible for the CL payment, details of which will be included in the legal pack

EPC Rating F
 Full copies of the EPCs will be available to view via our website

VIEWING
 By appointment with Adrian Little
 adrian@markjenkinson.co.uk

SOLICITORS
 Clarion Solicitors Ltd, Elizabeth House 13-19 Queen Street, Leeds LS1 2TW



LOT

11 83 Copley Road & 46 Broxholme Lane, Doncaster DN1 2QP
GUIDE PRICE £170,000*

COMMERCIAL INVESTMENT



- Substantial former Cooperative building of character
- Prominent corner trading position
- Comprises two sales shops with office suites above
- Currently let, producing £19,500pa (27,360pa when fully let)
- 355sq m (3,821sq ft) over two levels
- Close to Doncaster town centre
- Excellent potential for ongoing investment or eventual own occupation

Accommodation – Gross internal floor areas

Ground floor – 177.8sq m
First floor – 177.8sq m
Total – 355sq m (3,821sq ft)

Tenancy Details
46 Broxholme Lane

Sales shop New tenant from 1st Dec 2021 at £480pcm, rising to £500pcm from December 2022, until December 2023

86 Copley Road

Sales shop (Also referred to as Office 1) – Currently let at £400pcm until November 2023

Office 2 (downstairs small rear office): Currently let at £225 pcm until December 2022

Office 3 (upstairs large): Currently let at £525pcm until November 2023

Vacant rooms:

Office 4 (upstairs rear): Previously let at £325pcm

Office 5 (upstairs Broxholme Lane end): Previously let at £325pcm

Meeting Room – currently used on informal agreement by tenant of Office 1 with the understanding they will vacate and use the cellar

Basement – Cellar

Rating assessments

The 2017 rating list shows the following information

83 Copley Road

Meeting room – 13.16 sqm RV £13.16

Office 1 RV £3,500

Office 2 RV £1,250

Office 3 RV £4,800

Office 4 RV £2,000

Office 5 RV £2,000

46 Broxholme Lane

Shop 7 premises RV £5,900

Tenure

Freehold

EPC Rating D

A full copy of the EPC will be available to view via our website

VIEWING

Strictly by appointment with the auctioneers 01142760151 or reception@markjenkinson.co.uk

SOLICITORS

Taylor Bracewell Law Limited, 11 Paradise Square, Sheffield S1 2DE



LOT

12 Freehold Ground Rent at 17–23 Wassand Street, Hull, East Riding of Yorks HU3 4AL

GUIDE PRICE £25,000*

| GROUND RENTS

- Freehold industrial ground rent – £1,670pa
- 99 year ground lease from 7th June 2010 (expires in 2109)
- FRI terms with 30 year rent reviews (2040,2070 & 2100)
- Site area of 416 sqm

Description

A Freehold site of 416 sqm as identified on the adjoining plan, offered for sale subject to a long term ground lease

Lease terms

The site is let by way of a 99 year ground lease dated 7.6.2010 expiring on 6.6.2109 on FRI terms, rent currently £1,670pa and reviewable on 30th, 60th and 90th anniversaries (2040, 2070 and 2100). Rent reviewable to OMGRV (open market ground rent value)

SOLICITORS

Kingston Upon Hull City Council, The Guildhall Alfred Gelder Street, Hull HU1 2AA



LOT

13 178 Sheffield Road, Barnsley, South Yorkshire S70 4PD

GUIDE PRICE £60,000–£70,000*

| VACANT OFFICES

- Substantial stone built end of terrace
- Prominent, high profile corner position on main arterial route
- Long established use as offices
- In need of complete modernisation
- 88.90sq m (956sq ft) over three levels
- Potential for ongoing use or residential conversion (STP)

Ground Floor 42.78sq m

Office 4.66m x 4.68m
Rear Office 4.10m x 3.92m
Rear Lobby & WC's 2.43m x 2.05m overall

First Floor 33.73sq m

Landing
Front Office 4.68m x 3.44m
Rear Office 3.15m x 3.56m
Former Kitchen 3.35m x 1.92m
WC

Second Floor 12.39sq m

Landing
Attic Room 3.52m x 3.52m with rear facing Velux window & far reaching views

Outside

Forecourt
Rear yard with access to basement cellar

Planning

Interested parties are advised to make their own enquiries in respect of possible uses for the property

EPC Rating F

A full copy of the EPC will be available to view via our website

VIEWING

Strictly by appointment with the auctioneers 01142760151 or reception@markjenkinson.co.uk

SOLICITORS

Wake Smith Solicitors Ltd, No. 1 Velocity 2 Tenter Street, Sheffield S1 4BY



LOT

14 62–66 Main Street, Mexborough, South Yorkshire S64 9DU

GUIDE PRICE £200,000 PLUS*

INVESTMENT

- Substantial freehold investment property
- Comprises five commercial and two residential units
- Prominent corner position close to the town centre
- Currently let, producing £22,0870pa (approx. £30,000pa when fully let)
- 64–66 – Established convenience store – new 6 year Lease
- 62 & 62A – Ground and first floor dance studios
- 62b – Café
- Rear of 66 – Pet grooming salon
- 64b and 66b – first floor flats currently let at £330pcm each

Accommodation

62 Ground Floor – Dance Studio
138 sqm 1 currently vacant (interest expressed in letting)

62A First Floor – Dance Studio
206 sqm
Let at £450 pcm
RV £10,000

62b – Cafe
95.9sq m
let at £330 pcm (rent free until 1st May 2022)
RV £4,300

64–66 Convenience Store
82.5sq m
Let at for 6 years from 1st November 2021 at £400pcm
RV £6,900

Rear of 66 – Dog grooming salon
50.9sq m
Currently vacant (ERV £330pcm)

64 b – First Floor Flat
54.2 sqm
Let at £330 pcm

66b – First Floor Flat
70.7 sqm
Let at £330 pcm

EPC Rating
Full copies of the EPCs will be available to view via our website

VIEWING
Viewing by appointment with the joint auctioneers – SMC Brownill Vickers 01226 242929.



SOLICITORS
Cowlings Solicitors,
5–9 West Street,
Mexborough S64 9HZ



LOT

15 126–128 Doncaster Road, Barnsley, South Yorkshire S70 1TP

GUIDE PRICE £175,000*

CAFE/FLATS

- Substantial double fronted property comprising Café and two flats
- High profile position on a busy arterial route into Barnsley town centre
- Long established Café, only offered due to retirement
- Extensive accommodation over four levels
- Cafe and lower ground floor – 160sq m (1715sq ft)
- Spacious two bed first floor flat – currently vacant (previously £450pcm)
- Ground Floor one bed rear flat – £340pcm
- Excellent potential for own occupation, conversion or investment

Cafe
Ground Floor
83.84sq m (902sq ft) including central servery and customer seating

Lower Ground Floor
75.58sq m (813sq ft) including kitchen, preparation area, freezer room & rear entrance lobby

Rating Assessment
The property is listed as "Cafe and Premises" in the April 2017 rating list with a RV of £10,000

Residential Accommodation
First Floor Flat
Currently vacant – previously £450pcm
Sitting room 4.42m × 4.56m
Kitchen 2.06 × 3.95m
Bedroom 3.67 × 3.33m

Bedroom 2 3.67m × 3.34m with balcony
Bathroom/WC 2.19m × 2.67m

Ground Floor Flat
Currently let at £340pcm
Sitting room
Kitchen
Bedroom
Bathroom/WC

EPC Rating
A full copy of the EPC will be available to view via our website

VIEWING
Strictly by appointment with the auctioneers 01142760151 or reception@markjenkinson.co.uk



SOLICITORS
Wake Smith Solicitors Ltd, No. 1
Velocity 2 Tenter Street, Sheffield
S1 4BY

LOT

16 235 Manor Road, Brimington, Chesterfield, Derbyshire S43 1NS
GUIDE PRICE £115,000 PLUS*

| VACANT HOUSE

- **Extended three bedroom semi detached**
- **Attractively priced to ensure sale**
- **Large corner plot with car parking spaces and open aspect**
- **Gas central heating and double glazing**
- **Potential for own occupation or letting**
- **Popular residential location**

Ground Floor

Entrance hall
 Sitting room 3.74m x 5.03m
 Dining room 3.73m x 3.85m
 Kitchen 2.94m x 2.68m
 Utility room 2.79m x 2/24m

First Floor

Landing
 Bedroom 1 3.74m x 3.93m
 Bathroom/WC 2.44m x 2.48m
 Bedroom 2 2.99m x 2.73m
 Bedroom 3 2.24m x 2.31m

Outside

The property occupies a prominent corner plot with forecourt, side garden and gravelled driveway

EPC Rating E

Full copies of the EPCs will be available to view via our website

JOINT AUCTIONEERS

Wards Estate Agents, 17
 Glumangate, Chesterfield S40 1TX



VIEWING

Viewing by appointment with Wards
 Estate Agents 01246 233333

SOLICITORS

Foys, 31 Mill Street, Clowne
 S43 4JN



Rates from
 just 0.49%*,
 with no
 valuation or
 lender legal
 fees?!**



together.[®]

That's worth shouting about. With more than 15 years' experience in auction finance, we'll work quickly and flexibly so you can complete within your deadline.

Call us on 0333 242 6545
 or find out more at
togetherness.co.uk/auction

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

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

LOT

17 Lyndhurst, 37 Doncaster Road, Millhouses, Darfield, Barnsley, South Yorks S73 9JB
GUIDE PRICE £375,000*

VACANT HOUSE



- Outstanding, individual detached family residence
- Set in large mature plot of over half an acre
- Lies on the Greenbelt boundary overlooking adjoining fields
- Adaptable accommodation over two levels
- In need of general modernisation
- Double and single driveways and large garage
- Possible development options
- Convenient for the Dearne Valley Parkway with easy access to the M1 & A1
- Excellent potential offered

Ground Floor

Reception hallway
Bay window sitting room 4.13m x 3.74m with built-in pine cupboards
Inner hallway 2.07m x 3.68m
Cellar head
Inner lobby
Wet room 2.43m x 2.22m
Utility room 2.25m x 1.64m
Pantry 2.70m x 2.41m
Kitchen 3.58m x 3.56m
Rear entrance porch 2.61m x 0.10m
WC
Dining room 3.63m x 3.73m

Living room 4.87m x 4.03m
Conservatory 7.60m x 3.17m

First Floor

Landing
Front bedroom 3.72m x 3.36m
Front study/nursery 1.94m x 1.74m
Bathroom/WC 2.62m x 2.65m
Rear bedroom 3.09m x 2.68m enjoying the open aspect
Bedroom 4.01m x 4.88m with corner shower

Outside

The property is set in a Freehold plot amounting to 0.23 ha (0.57 acre) on the very edge of the Greenbelt boundary. To the front left is a wide driveway leading to a double garage and a further former single driveway to the right of the house. The rear comprises beautiful mature gardens with central lawn and a wide variety of trees and shrubs. There is a raised patio adjoining the conservatory and access to a useful basement store.

Planning

Interested parties are advised to make their own enquiries as to whether a further dwelling/s could be sited to the rear.

EPC Rating E

A full copy of the EPC will be available to view via our website



VIEWING

Strictly by appointment with the auctioneers 01142760151 or reception@markjenkinson.co.uk

SOLICITORS

Wake Smith Solicitors Ltd, No. 1 Velocity 2 Tenter Street, Sheffield S1 4BY



LOT

18 13 Whiston Grove, Off Moorgate Road, Rotherham, South Yorkshire S60 2TX

GUIDE PRICE £300,000–£325,000*

VACANT HOUSE



- Most attractive double fronted semi-detached family residence
- Convenient cul-de-sac location off Moorgate Road
- Retains a wealth of original features, including fireplaces, moulding, balustrade etc
- Gas central heating & uPVC windows
- Cosmetic improvement needed together with localised structural repair (see note below)
- Two large reception rooms, dining kitchen & office on the ground floor
- Four first floor bedrooms & two bathrooms
- Large attic bedroom with landing offering additional potential
- Extensive basement cellar areas
- Block paved driveway & garden at the front

Ground Floor

Reception hall 5.32m x 3.50m
 Lounge 7.69m x 4.63m
 Dining room 5.29m x 4.21m
 Dining kitchen 4.42m x 4.20m
 Office 3.44m x 2.94m

Separate WC

Second Floor

Large landing 5.77m x 3.31m with potential as a study or dressing area to the attic, or a possible sixth bedroom
 Attic bedroom five 5.90m x 3.88m

Basement

Extensive cellars

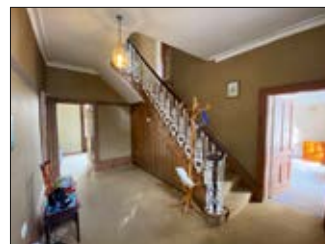
First Floor

Landing
 Rear bedroom one 4.51m x 3.88m with built in wardrobes
 Front bedroom two 4.28m x 4.31m with built in wardrobes
 Front bedroom three 4.65m x 3.85m with built in wardrobes
 Front bedroom four 3.35m x 1.75m
 Bathroom one 3.39m x 2.98m having been refurbished & having a full white suite including roll top bath & separate shower cubicle
 Bathroom two 3.18m x 2.19m

Outside

Front garden area with block paved driveway
 Rear enclosed yard with separate access to basement

Note: The property displays localised settlement to the rear wall which has been the subject of further investigation and an engineers report. This is available for information purposes only and interested parties are advised to satisfy themselves with regards to the work necessary and related costs. If a mortgage is required,



interested parties are advised to draw attention to this prior to application.

EPC Rating D

A full copy of the EPC will be available to view via our website

VIEWING

Strictly by appointment with the auctioneers 01142760151 or reception@markjenkinson.co.uk

SOLICITORS

Oxley & Coward Solicitors LLP,
 34–46 Moorgate Street, Rotherham
 S60 2HB

LOT

19 106 Albert Road, Sheffield, South Yorkshire S8 9RA

GUIDE PRICE £425,000–£450,000*

INVESTMENT



- Outstanding investment opportunity – £38,693 pa
- Comprises three flats, two former coach houses, workshop and 22 lockup garages
- All within a freehold site of 0.21 acres
- 106 Albert Road – substantial end terrace comprising three well appointed flats
- Let at £430, £525 (currently vacant) & £540 pcm (£1,495pcm)
- 106a – Former Coach house let at £450pcm
- 106b – Two storey Coach house let at £525pcm
- Garages and workshop let at £8,753pa
- Potential for rental increase

106 Albert Road – Flat 1 – Lower Ground Floor

Entrance hall
Landlord store & boiler room
Living kitchen 6.09m x 3.89m narrowing to 2.70m
Bedroom 3.81m x 3.71m
Shower room/WC 2.36m x 0.91m
Let at £430pcm

Flat 2 – Ground Floor

Entrance hall
Bay window sitting room 3.94m x 4.61m
Bedroom 4.31m x 3.95m
Shower room/WC 2.45m x 0.87m
Kitchen & utility 3.06m x 1.96m
Currently vacant but previously let at £525pcm. Asking £550pcm

Flat 3 – Two Bedroom Flat on 1st & 2nd Floor

First Floor
Landing
Living room 4.06m x 3.93m
Bedroom 4.05m x 4.30m
Kitchen 2.92m x 1.99m
Bathroom/WC 1.97m x 1.71m

Second Floor

Bedroom two 3.90m x 4.04m + 1.44m x 2.12m with dormer & velux windows
Let at £540 pcm

106a – Detached Former Coach House

Living kitchen 3.87m x 3.33m
Bedroom 3.63m x 3.20m
Shower room/WC 2.33m x 0.87m
Patio

Lower Ground Floor

Utility room 4.04m x 1.54m
Let at £460pcm
Integral garage – let separately

106b – Former Coach House Ground Floor

Kitchen 2.84m x 1.53m
Living room 4.64m x 3.80m with under stairs store

First Floor

Bedroom 3.99m x 3.63m
Shower room/WC 1.54m x 2.60m
Let at £550pcm

Outside

The property occupies a site of 0.21 acres with vehicular access via Albert Road leading to the rear.

Garages

There are 22 lock-up garages together with first floor storage/workshop accommodation, let producing £8,753pa

EPC Rating

A full copy of the EPC will be available to view via our website

VIEWING

Strictly by appointment with the auctioneers 01142760151 or reception@markjenkinson.co.uk

SOLICITORS

Knights PLC, Commercial House 14 Commercial Street, Sheffield S1 2AT

LOT

20 Land off Darley Avenue, Ward Green, Barnsley, South Yorkshire S70 6SJ

GUIDE PRICE £180,000–£200,000*

VACANT SITE

- Freehold land of approximately 0.16 hectares (0.40 acres)
- Road frontage on three sides
- Adjoins semi-detached property
- Application made for up to 8 dwellings
- Positive decision anticipated prior to the auction

Location

The land is situated at the junction of Darley Avenue and Napier Mount and backs onto Fernbank Close

The Site

The land is identified on the adjoining plan and amounts to approximately 0.16 hectares (0.40 acres)

Planning

An application has been made to Barnsley MBC for residential development up to 8 dwellings on the site and a positive decision is anticipated before the auction (application No 2018/1100)

VIEWING

On site at any reasonable time

SOLICITORS

Ilett & Clark, 86 Bridge Street, Worksop S80 1JA



LOT

21 Land to the north east of Marshland Road, Moorends, Thorne, Doncaster DN8 4NY

GUIDE PRICE £500*

WOODLAND

- Vacant land
- Approximately 0.47 acres (0.19 hectares)
- Bordering the train line on the northern outskirts of Moorends
- Comprising trees, bushes and shrubs
- Freehold
- Attractively priced to ensure sale

Location

The land is located north east of Marshland Road near the junction of the train crossing to the north side of Moorends, Thorne. The site borders the train line and farmland.

Site Area

The site is identified on the adjoining plan and amounts to approximately 0.47 acres (0.19 hectares)

The Site

Predominantly rectangular shaped and generally level, the land currently comprises a variety of trees, bushes and shrubs

Tenure

Freehold

Access

There is no direct access to the site from public highways

Note

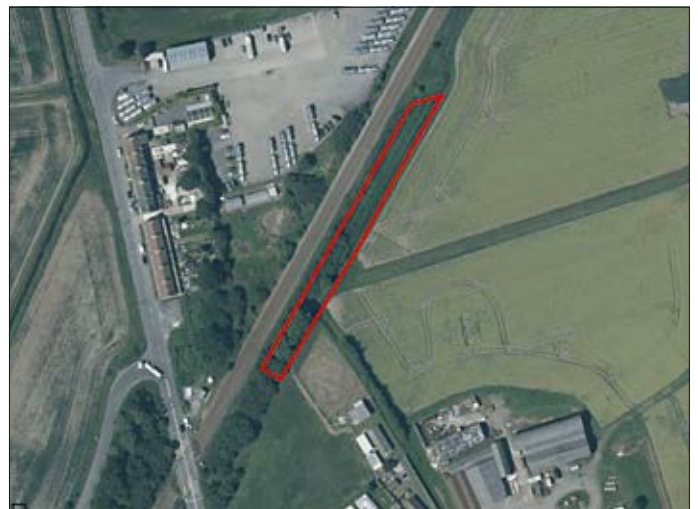
Interested parties are advised to take note of the additional costs outlined in the legal pack

VIEWING

The land is not accessible directly from public highways. Interested parties are advised to view the land from a distance. Please contact the auctioneers for further information 01142760151

SOLICITORS

Wallace Robinson & Morgan, 4 Drury Lane, Solihull B91 3BD



LOT

22 19 Newbold Road, Chesterfield, Derbyshire S41 7PG

GUIDE PRICE £175,000*

VACANT PREMISES

- Freehold former dance school and 2 bedroom flat
- Good size plot
- Enclosed private gated drive/yard and rear garden
- Freehold
- Potential for a variety of uses subject to the usual consents
- Attractive property that has been in the same ownership for many years
- The property is to be sold with a covenant precluding use by a further dance school
- Former dance studio and flat suitable for a variety of uses or conversion

Commercial Accommodation

Ground Floor

Approximately 78.36sq m (843sq ft)
Comprising:
Dance Studio with 2 built in cupboards
Store
Further studio accessed from yard
External WC and coal store

First Floor

Dance Studio 41.93sq m (451sq ft)

Residential Accommodation

First Floor

Hallway
Bathroom 3.36m x 2.41m plus build in cupboard
Kitchen 4.07m x 2.51m
Lounge 4.69m x 4.17m

Attic/Second Floor

Bedroom 3.42m x 3.07m
Bedroom 4.25m (average) x 3.94m
Dressing room/Landing area 4.09m x 2.98m plus built in cupboard

Outside

The property occupies a good size plot with private drive/yard and attractive rear garden

EPC Rating E

A full copy of the EPC will be available to view via our website

VIEWING

Strictly by appointment with the auctioneers 01142760151 or reception@markjenkinson.co.uk

SOLICITORS

Kieran Clarke Green, 36 Clarence Road, Chesterfield S40 1XB



LOT

23 Land and Stables (lower field), Opposite White Acres Farm, Spout Lane, Stannington, Sheffield, South Yorkshire S6 6EF

GUIDE PRICE £38,000 PLUS*

GRAZING LAND

- Freehold grazing land with stables
- Delightful setting overlooking the Loxley Valley
- Easy access from Stannington and Loxley
- New gated access, hardstanding and fencing
- Popular equestrian location
- Potential for owner occupation or letting
- Increasingly rare opportunity

Location

Spout Lane drops down from Stannington Road and meets the junction of Storrs Lane and Rowell Lane before joining Loxley Road. The field is the lower of the two being offered and is situated on the left hand side opposite White Acres Farm.

The Land

Originally numbered 9123, the field amounts to 1.44 acres as identified on the adjoining plan.

Services

There are no mains services on site. Natural water has previously been collected.

VIEWING

On site at any reasonable time

SOLICITORS

Lewis Francis Blackburn Bray, 14-16 Paradise Square, Sheffield S1 2DE



LOT

24 34-38 Market Square, Woodhouse, Sheffield, South Yorkshire S13 7JX

GUIDE PRICE £150,000-£175,000 PLUS VAT*

| DEVELOPMENT OPPORTUNITY



- **Significant development opportunity in the heart of Woodhouse**
- **Comprises large single storey former store with lapsed planning**
- **Freehold site of 0.06ha ha (0.16acre)**
- **Consent only recently lapsed for 27 flats and 3 retail units**
- **Current building – 338.6sq m (3,645sq ft) – previously a gym**
- **Restrictions on retail but potential for variety of other uses**

The Existing Building

A single storey former Cooperative store having recently been used as a gymnasium, offering former retail area, office and reception amounting to 338.6sq m (3,645sq ft) It should be noted there is a restriction regarding the sale of certain goods and interested parties are advised to give careful consideration to the legal pack.

The Site

The land is identified on the adjoining plan and amounts to 0.06 hectares (0.16 acres) with good vehicular access and parking.

Planning

Planning consent was granted by Sheffield City Council on the 15th August 2018 for the "Demolition of existing buildings and erection of a four storey building comprising 27 no apartments (Use class C3) and 3 no retail units (use class A1) with ancillary parking. Ref 17/04388/FUL. This consent has now lapsed and interested parties are advised to make their own enquiries in respect of renewal or alternative schemes

The Proposed Scheme

The plans submitted with the application are available via our website

Architects

aad, 12 South Street, Sheffield, S2 5AY www.aadarchitects.co.uk

Tenure

Freehold

VAT

Please note VAT is being charged on the purchase price

EPC Rating

A full copy of the EPC will be available to view via our website

VIEWING

By appointment with Adrian Little adrian@markjenkinson.co.uk



SOLICITORS

Wake Smith Solicitors Ltd, No. 1 Velocity 2 Tenter Street, Sheffield S1 4BY



LOT

25 24 Clarendon Road, Eastwood, Rotherham, South Yorkshire S65 1LQ

GUIDE PRICE £55,000*

VACANT HOUSE

- 2 bedroom semidetached house
- Gas central heating and double glazing
- Car parking space and rear garden
- Rewired February 2021
- Potential for own occupation or reletting
- Convenient location

Accommodation

Ground Floor

Entrance hall
Lounge
Dining kitchen
Store room
WC

First Floor

2 Bedrooms
Bathroom/WC with shower over the bath

Outside

Car parking space to front

Rear garden with timber shed

EPC Rating D

A full copy of the EPC will be available to view via our website

VIEWING

Strictly by appointment with the auctioneers 01142760151 or reception@markjenkinson.co.uk

SOLICITORS

Parker Rhodes Hickmotts, The Point Bradmarsh Way, Rotherham S60 1BP



LOT

26 52 Lloyd Street, Page Hall, Sheffield, South Yorkshire S4 8JB

GUIDE PRICE £45,000*

VACANT HOUSE

- Two bedroom inner terrace
- In need of complete modernisation
- Rear patio & garden
- Gas central heating
- Potential for modernisation or letting

Ground Floor

Sitting room 3.53m x 3.63m
Kitchen 2.65m x 2.62m
Under stairs store

First Floor

Front bedroom 4.83m x 3.65m
Rear bedroom 2.69m x 2.63m
Bathroom/WC 1.23m x 2.65m

Outside

Rear patio & garden area with brick built store

EPC Rating D

A full copy of the EPC will be available to view via our website

VIEWING

Strictly by appointment with the auctioneers 01142760151 or reception@markjenkinson.co.uk

SOLICITORS

Premier Property Lawyers, PO Box 7130 Grove Park, Leicester LE19 1YD



LOT

27 Freehold ground rents at Beaver Close, Handsworth, Sheffield S13 9QF

GUIDE PRICE £6,000*

GROUND RENTS

- Freehold ground rent portfolio – £368pa
- Comprises 23 houses in established residential area of Sheffield
- Fixed ground rents of £16pa each
- 200 year leases from 25th March 1965
- Registered titles

Addresses

Beaver Close

Even numbers 2, 4, 8, 12, 16, 20, 24, 26, 28, 30, 32, 34, 36 & land to north east
Odd numbers 13, 15, 17, 23, 25, 27, 29, 31, 35 & 37

Lease details

The properties are held on 200 year leases from 25th March 1965 under Title number SYK428109 at fixed ground rents of £16 pa each

SOLICITORS

Graysons Solicitors, Courtwood House Silver Street Head, Sheffield S1 2DD



LOT

28 Flat 48 Regent House, 11 Regent Street, Barnsley, South Yorkshire S70 2EG

GUIDE PRICE £35,000*

RESIDENTIAL INVESTMENT

- One bedroom top floor flat
- Town centre building refurbished in 2016
- Let at £560 pcm (£6,720 pa)
- Lift access to all floors

Accommodation

Entrance hall
Living kitchen
Bedroom
Shower room/WC

EPC Rating

A full copy of the EPC will be available to view via our website

VIEWING

External inspection only

Tenancy Details

The property is let way of an Assured Shorthold Tenancy at £560 pcm due to expire on the 15th December 2021

SOLICITORS

MKB Solicitors LLP, 1-11 Huddersfield Road, Barnsley S70 2LP

Service Charge

An amount of £84.32pcm is paid

Tenure

The property is leasehold at £325pa



LOT

29 Flat 41 Regent House, 11 Regent Street, Barnsley, South Yorkshire S70 2EG

GUIDE PRICE £35,000*

RESIDENTIAL INVESTMENT

- One bedroom 4th floor flat
- Town centre building refurbished in 2016
- Let at £560 pcm (£6,720 pa)
- Lift access to all floors

Accommodation

Entrance hall
Living kitchen
Bedroom
Shower room/WC

Tenure

The property is leasehold at £325pa

EPC Rating

A full copy of the EPC will be available to view via our website

VIEWING

External inspection only

Tenancy Details

The property is let way of an Assured Shorthold Tenancy at £560 pcm due to expire on the 6th January 2022

SOLICITORS

MKB Solicitors LLP, 1-11 Huddersfield Road, Barnsley S70 2LP

Service Charge

An amount of £84.32pcm is paid



LOT

30 39 Oldroyd Avenue, Grimethorpe, Barnsley, South Yorkshire S72 7NX

GUIDE PRICE £60,000-£65,000*

RESIDENTIAL INVESTMENT

- Three bedroom semi-detached house
- Established Shorthold tenancy
- £430 pcm – £5,160 pa
- Gas central heating and Upvc windows
- Potential for ongoing investment

Accommodation

Ground Floor

Lounge
Kitchen

EPC Rating

A full copy of the EPC will be available to view via our website

VIEWING

External inspection only

First Floor

Three bedrooms
Bathroom

SOLICITORS

Howard & Co, Harewood House 2-4 Victoria Road, Barnsley S70 2BB

Outside

Front and rear gardens

Tenancy details

The property is let by way of a 6month Assured Shorthold Tenancy from November 2015 at £430 pcm



LOT

31 11 Portland Street, Whitwell, Worksop, Nottinghamshire S80 4RJ

GUIDE PRICE £75,000*

VACANT PREMISES

- Substantial stone built end of terrace property
- Comprises former beauty treatment rooms
- 100sq m (1076sq ft) over three levels
- Located within a conservation area in this popular village
- Suitable for complete renovation & reconfiguration
- Potential for a variety of uses including residential conversion (STP)
- Garden and yard area to the rear with space to extend
- Excellent potential offered

Ground Floor

Sales area 33.57sq m
Under stairs store 2.10sq m
Rear room 11.02sq m

rear garden area and former store places.

SOLD PRIOR

Front room 6.24sq m
Second staircase
Rear room 5.09sq m
Shower room/WC 7.08sq m

Interested parties should make their own enquiries in respect of possible uses for the property.

EPC Rating

A full copy of the EPC will be available to view via our website

Second Floor

Front room 9.68sq m
Rear room 11.32sq m

VIEWING

By appointment with Jake Bond
jake@markjenkinson.co.uk

Outside

Reference should be made to the title plan into the rear area of land included in the sale. There is a yard area immediately to the rear of the property which has provided covered accommodation in the past and offers possible room to extend. There is pedestrian access to a

SOLICITORS

Lewis and Lines, Commercial Chambers High Street, Abertillery NP13 1YB



LOT

32 267, 267A–267B Handsworth Road, Handsworth, Sheffield, South Yorkshire S13 9BN

GUIDE PRICE £125,000 PLUS*

COMMERCIAL INVESTMENT

- Substantial stone built investment property
- High profile corner position close to Asda and the Sheffield Parkway
- Comprises two lock up shops let at £13,500pa
- Ground rent income of £80pa from flat and cellar

1. 267 Handsworth Road

Ground floor lockup sales shop operating as a hairdressers and Beauticians and let by way of a standard Law Society lease for a term of 1 year from 1st August 2021 at £5,750pa. The tenant is responsible for maintaining the premises and reimbursing building insurance paid by the landlord

4. 267 Handsworth Road – Ground rent to cellars

180 years from 29th September 2008 at an initial rent of £50 to 28th September 2108 and then to £300pa

Rating assessments

267a-267b – “Shop and premises” RV £6,100
267 – “Hairdressers Salon and premises” RV £6,200

2. 267A – 267B Handsworth Road

Ground floor lockup sales shop used for the sale of hardware. The tenant is holding over under the terms of a repairing and insuring lease granted for 3 years from 2012 at £7,750 pa

EPC Rating

Full copies of the EPCs will be available to view via our website

3. 298c Handsworth Road – Ground rent to flat

The ground rent to the first and second floor flat granted for a term of 200 years from 29th September 1989 at an annual ground rent of £30

VIEWING

External inspection only

SOLICITORS

Banner Jones, Third Floor Abbey House 11 Leopold Street, Sheffield S1 2GY



LOT

33 204 Cricket Inn Road, Wybourn, Sheffield, South Yorkshire S2 5AT

GUIDE PRICE £190,000 PLUS*

FORMER PUBLIC HOUSE

- Substantial commercial building
- Recently trading as The Wybourn Hotel
- Frontage to Cricket Inn Road
- Two floors of accommodation
- First floor – Three bedroom accommodation with kitchen, living room and shower room
- Potential for a variety of uses (STP)

Accommodation

Ground Floor

Open plan former bar area
Male and female WCs
Side room and cellar head
Hallway and stairs
Rear stores and kitchen
Total Area 156.45sq m (1,684sq ft)

First Floor

Landing
Living room
Kitchen
Bedroom one
Bedroom two
Bedroom three
Shower room with WC
Total Area 50.07sq m (539sq ft)

Outside

The property has side sloping driveway
External single garage
Front garden area, raised from road level
Rear yard and raised garden

Business Rates

The property is listed as Public house and premises in the current rating list and has a Rateable Value of £9,250

EPC Rating C

A full copy of the EPC will be available to view via our website

VIEWING

By appointment with Jake Bond
jake@markjenkinson.co.uk

SOLICITORS

Marsdens Solicitors, 222 Colne Road, Burnley BB10 1DY



LOT

34 15 Stoke Street, off Effingham Road, Sheffield, South Yorkshire S9 3QH

GUIDE PRICE £190,000 PLUS*

VACANT INDUSTRIAL

- Brick built industrial unit with accommodation over two levels
- Ground floor – 340sq m (3,658sq ft)
- Modern Mezzanine – 320sq m (3,443sq ft)
- 660sq m in total (7,100sq ft)
- Stripped out and ready for refitting requirement
- Lies between Effingham Road and Attercliffe Road
- Easy access to Sheffield Parkway, city centre and M1
- Potential for a variety of uses

Location

Stoke Street runs between Effingham Road and Lovetot Road at the junction with Attercliffe Road, 1.7 miles to the East of Sheffield city centre. The area enjoys easy access to the M1 via Sheffield Parkway and Attercliffe Road

Description

A brick built industrial building with accommodation over two levels offering potential for a variety of uses.
Accommodation

Ground Floor

340sq m GIFA
Mezzanine
320sq m
TOTAL 660sq m (7,100sq ft)

Tenure

The property is Leasehold for 200 years from 29th September 1924 at an annual ground rent of £27

Planning

Interested parties are advised to make their own enquiries regarding potential uses for the building

Note

An asbestos report is available

EPC Rating B

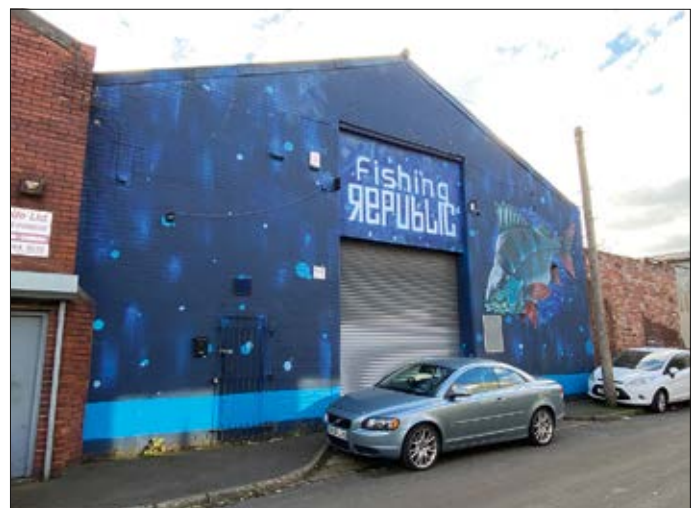
A full copy of the EPC will be available to view via our website

VIEWING

By appointment with Adrian Little
adrian@markjenkinson.co.uk

SOLICITORS

Walker & Co, 82 High Street, Maltby S66 7BN



LOT

35 The Big Gun, 11–17 Wicker, Wicker, Sheffield, South Yorkshire S3 8HS

GUIDE PRICE £175,000*

COMMERCIAL INVESTMENT

- Long established landmark Sheffield public house
- Extensive accommodation over three levels
- Large garage approached from Gun Lane
- Let on remainder of 5 year lease – expires 4th September 2023
- Current rent £16,554.84pa on FRI terms
- Residential accommodation includes 7 bedrooms
- Considerable potential for ongoing use or development
- Freehold

Ground Floor

Trading Area One 7.21m × 4.86m
Pool Room 13.32m × 8.09m
WCs
Trading Area Two 12.13m × 4.86m
WC
Kitchen 3.18m × 5.22m

First Floor

Landing
Living Room 3.64m × 5.23m
Dining Kitchen 3.76m × 3.12m
Bathroom/WC 3.71m × 2.22m
Bedroom One 5.07m × 4.91m
Bedroom Two 3.40m × 3.78m
Bedroom Three 5.07m × 3.57m

Second Floor

Landing
Rear Bedroom Four 3.34m × 4.26m
Rear Bedroom Five 3.41m × 3.18m
Middle Bedroom Six 3.35m × 1.97m
Box Room 1.99m × 1.01m
Rear Bedroom Seven 2.67m × 2.73m

Outside

Rear Garage approached off Gun Lane 5.34m × 5.62m
Adjoining Store Room/WC

EPC Rating

A full copy of the EPC will be available to view via our website

VIEWING

Strictly by appointment with the auctioneers 01142760151 or reception@markjenkinson.co.uk

SOLICITORS

Wake Smith Solicitors Ltd, No. 1 Velocity 2 Tenter Street, Sheffield S1 4BY



LOT

36 150 Pontefract Road, Barnsley, South Yorkshire S71 1HU

GUIDE PRICE £225,000–£250,000*

VACANT PUB

- Former Public House set in 0.22 of an acre
- High profile position backing onto Dearne Valley Country Park
- Extensive accommodation over 4 levels
- Approximately 1 mile to Barnsley town centre
- Preliminary scheme comprising conversion & new build (not submitted)
- Total of 19 apartments
- Excellent potential offered

Location

The property is situated on the A628 Pontefract Road approximately 1 mile to the east of Barnsley town centre and backs on to the Dearne Valley Country Park.

The Site

The land is identified on the adjoining plan and amounts to 0.09 hectares (0.22 acres). It should be noted an additional strip of land to the east of the site, held on a separate title, forms part of the sale.

Planning

Interested parties are advised to make their own enquiries in respect of possible schemes for the property. Initial plans suggested the conversion of the existing building into apartments together with a new build providing a total of 19 flats. These plans are provided for guidance only and have not been submitted as part of an application.

Accommodation

Ground Floor
Main trading areas with catering kitchen

Basement

Cellars stores

First Floor

Lounge, double bedroom with ensuite shower/WC, dining kitchen, bathroom/WC, two former letting bedrooms each with shower, separate WC

Second Floor

Three double bedrooms, bathroom/WC

EPC Rating C

A full copy of the EPC will be available to view via our website

VIEWING

By appointment with Adrian Little adrian@markjenkinson.co.uk



LOT

37 Garage 18 at Brincliffe Court, Nether Edge Road, Nether Edge, Sheffield S7 1RX

GUIDE PRICE £15,000*

| GARAGE

- Single brick built garage
- Located in sought after residential district
- 11.63sq m (125sq ft)
- Up and over door

Location

The garage is one of several located to the rear of Brincliffe Court with access from the middle entrance off Nether Edge Road

Dimensions

Depth 4.91 m
Width 2.37 m
Gross internal floor area 11.63sq m (125sq ft)

Tenure

Freehold

VIEWING Strictly by appointment with the auctioneers 0114 2760151 or reception@markjenkinson.co.uk

SOLICITORS Wake Smith Solicitors Ltd, No. 1 Velocity 2 Tenter Street, Sheffield S1 4BY



LOT

38 5a Hunt Lane, Bently, Doncaster, South Yorkshire DN5 9SF

GUIDE PRICE £50,000*

| RESIDENTIAL INVESTMENT

- Two bedroom converted bungalow
- Producing £500 per month (£6,000pa)
- Central kitchen/diner giving access to all rooms
- Two double bedrooms plus office
- Shower room with WC
- Front and side gardens

Accommodation

Ground Floor

Lounge 4.64m x 2.60m
Kitchen 5.55m x 2.83m
Bedroom one 3.54m x 2.25m
Bedroom two 3.60m x 3.11m
Bathroom 2.21m x 2.15m
Office 2.28m x 2.17m
Store 2.07m x 0.88m

Tenancy Details

Tenant in occupation for over 7 years paying £500 per month.

EPC Rating D

A full copy of the EPC will be available to view via our website

VIEWING

External inspection only

SOLICITORS

Smith Partnership
Celtic House Friary Street, Derby, DE1 1LS



LOT

39 49 Burton Avenue, Balby, Doncaster, South Yorkshire DN4 8BA

GUIDE PRICE £50,000*

| RESIDENTIAL INVESTMENT

- Two bedroom end of terrace house
- Established Shorthold tenancy
- Let at £500 pcm – £6,000pa
- Upvc windows and Gas central heating
- Rear garden and garage
- Convenient and popular location

Accommodation

Ground floor

Lounge – with bay window
Dining Room
Kitchen

First floor

Two bedrooms
Bathroom/WC

Outside

Forecourt
Garage

Tenancy details

The current tenants have been in occupation for approximately 9 years and pay £500pcm by way of an Assured Shorthold Tenancy. Tenants have been in 9 years. Paying £500 pcm. Long term working

EPC Rating D

A full copy of the EPC will be available to view via our website

VIEWING

External inspection only

SOLICITORS

Smith Partnership
Celtic House Friary Street, Derby, DE1 1LS



LOT

40 103 Hague Lane, Renishaw, Sheffield, Derbyshire S21 3UR

GUIDE PRICE £225,000*

VACANT BUNGALOW

- Individual two bedroom detached bungalow
- Large Freehold plot of 891 sq.m (0.22 acres)
- Located on the fringe of Renishaw
- Front and side access with rear garage
- Excellent potential for extending upwards and outwards
- Possible development option
- Adjoins a site shortly to be developed into four executive dwellings
- Most recently used as an office

Ground Floor

Reception Hallway
Front Living Room 4.23m x 3.59m
Front Bed

SOLD PRIOR



Outside

Single garage, front and rear gardens

EPC Rating

A full copy of the EPC will be available to view via our website

VIEWING

By appointment with Jake Bond
jake@markjenkinson.co.uk

SOLICITORS

Coates Solicitors Ltd, 62-64 High Street, Sheffield S20 5AE

Selling an empty unmodernised property?

Selling at auction gives you a much higher chance of achieving a better price, as well as a legally binding contract, a 10% non-refundable deposit and firm completion date.

To find out more about our services, please contact Adrian Little FRICS FNAVA
adrian@markjenkinson.co.uk

Mark Jenkinson & son
ESTABLISHED 1877

INDEPENDENT PROPERTY PROFESSIONALS

www.markjenkinson.co.uk

Common Auction Conditions (Applicable to online auctions)

For Auctions of Real Estate in England and Wales Edition 4.0

© Royal Institution of Chartered Surveyors 2016

Below are the Common Auction Conditions (4th ed.) that were originally crafted for room auctions. We have made several modifications to the Glossary section as well as the Auction conduct Conditions section in order for them to better suit online auctions. Specific sections have been added after each of these sections to include any amendments or additions; amended clauses can be identified as those that are followed by '(*)'.

Produced by RICS Real Estate Auction Group. The authors and publishers accept no responsibility for loss occasioned to anyone who uses any of the material included in this publication. All who use it must rely on their own professional advice.

Where the **AUCTIONEER** is a member of the RICS and uses the Common **AUCTION CONDITIONS** the **AUCTIONEER** must also comply with the current RICS Guidance for **AUCTIONEERS** Selling Real Estate.

INTRODUCTION

The Common **AUCTION CONDITIONS** are designed for real estate **AUCTIONS**, to set a common standard across the industry. There are three sections, all of which are compulsory except where stated:

Glossary (Compulsory)

The glossary gives special meanings to certain words used in the **CONDITIONS**.

Auction conduct Conditions (Compulsory)

The **AUCTION CONDUCT CONDITIONS** govern the relationship between the **AUCTIONEER** and anyone who participates in the **AUCTION**. They apply wherever the property is located, and cannot be changed without the **AUCTIONEER**'s agreement.

WE recommend that these **CONDITIONS** are set out in a two-part notice to bidders, part one containing advisory material – which **AUCTIONEERS** can tailor to their needs – and part two the **AUCTION CONDUCT CONDITIONS** and any extra **AUCTION CONDUCT CONDITIONS**.

Sale Conditions (General Conditions compulsory, template forms optional)

The **SALE CONDITIONS** apply only to property in England and Wales, and govern the agreement between each **SELLER** and buyer. They include **GENERAL CONDITIONS** of sale and template forms of **SPECIAL CONDITIONS** of sale, tenancy and **ARREARS** schedules and a **SALE MEMORANDUM**. They must not be used if other standard **CONDITIONS** apply. The RICS owns the copyright in all editions of the Common **AUCTION CONDITIONS** (CAC), but permits the free use of Edition 4.0 if the user:

relies on its own legal advice as to whether the CAC are suitable;

agrees that the Royal Institution of Chartered Surveyors and those who advised it have no liability to anyone who uses or relies on the CAC;

reproduces the compulsory sections of the CAC without any changes, except as stated in the text; acknowledges that the CAC are reproduced with the consent of the RICS; and

refers to the **CONDITIONS** as the Common **AUCTION CONDITIONS** (Edition 4.0).

The RICS reserves the right to withdraw its licence to use this and any previous edition of the Common **AUCTION CONDITIONS**.

Words in bold green type have special meanings, which are defined in the Glossary.

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**. It is a compulsory section of the **COMMON AUCTION 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 appear in small capitals they have the specified meanings.

Where (*) appears next to a term, this term has had its definition altered in the 'Amendments and Additions to the Glossary' section.

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 by 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) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

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 then 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 un**CONDITIONALLY** 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 **SALE CONDITIONS**.

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 sold before or after 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** (apart from **FINANCIAL CHARGES**).

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 indebtedness (but not including a rent charge or local land charge).

GENERAL CONDITIONS

The **SALE CONDITIONS** headed 'GENERAL CONDITIONS OF SALE', 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, a person undertaking a similar role).

PRICE

The **PRICE** (exclusive of **VAT**) 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 them.

TENANCY SCHEDULE

The schedule of **TENANCIES** (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.

VAT

Value Added Tax or other tax of a similar nature.

VAT OPTION

An option to tax.

WE (AND US AND OUR)

The **AUCTIONEERS**.

YOU (AND YOUR) (*)

Someone who has seen the **CATALOGUE** or who attends or bids at or otherwise participates in the **AUCTION**, whether or not a **BUYER**.

AMENDMENTS AND ADDITIONS TO THE GLOSSARY

AMENDMENTS 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** made available via the **WEBSITE**, **LOT** details page, e mail or by any other method that the **AUCTIONEERS** see fit.

AUCTION

The **AUCTION** of each **LOT** advertised in the **CATALOGUE** which will take place online via the Internet

CONTRACT DATE

The date of the **AUCTION** or, if the **LOT** is sold before or after the **AUCTION**:

(a) the date of the **SALE MEMORANDUM** signed by the **AUCTIONEER** on behalf of 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

YOU (AND YOUR)

Someone who has seen the **CATALOGUE** or who visits the **WEBSITE** or bids at or otherwise participates in the **AUCTION**, whether or not a **BUYER**.

ADDITIONS ADMINISTRATION FEE

An **ADMINISTRATION FEE** (the amount of which will be specified on a **LOT** by **LOT** basis within the **PARTICULARS** and/or the **SPECIAL CONDITIONS** of sale) must be paid (or secured by way of a hold on a credit/debit card) in advance of the **AUCTION** as part of the **AUCTION ENTRANCE FEE**. If **YOU** are not the successful bidder, then the **AUCTION ENTRANCE FEE** will be refunded to **YOU**.

AUCTION ENTRANCE FEE

An **AUCTION ENTRANCE FEE** is required for each **LOT** that **YOU** wish to bid on and is comprised of the **ADMINISTRATION FEE** as well as the **BIDDER SECURITY FEE** (should **YOU** be the successful bidder). It must be secured in advance either by way of bank transfer or a hold being made on a credit or debit card. Where **YOU** have not made a **SUCCESSFUL BID** in relation to the **LOT** the **AUCTION ENTRANCE FEE** will be released to **YOU** if **YOU** provided it via bank/electronic transfer or released back to **YOU** if a hold was placed on the funds via the online payment system.

AUCTION OPERATION GUIDE

A document(s) that outlines the **AUCTION** process in its entirety, for both **BUYERS** and **SELLERS**. The document can be found on the **AUCTIONEER'S WEBSITE** or on request.

BIDDER SECURITY FEE

The **BIDDER SECURITY FEE** forms part of the **AUCTION ENTRANCE FEE** and if **YOU** are the successful bidder it will go on to form part of the **DEPOSIT**.

DEPOSIT

The **DEPOSIT** is a sum of money (usually 10% of the sale **PRICE**) calculated at the fall of the electronic gavel that **YOU** must pay to the **AUCTIONEER** if **YOU** are the successful bidder within 2 **BUSINESS DAYS** or as specified in the **PARTICULARS** of sale or **AUCTION OPERATION GUIDE**, or other such **DOCUMENTS** that the **AUCTIONEER** may specify. This payment must be made via bank or electronic transfer taking into account any amount paid already by the **BIDDER SECURITY FEE**.

ONLINE BIDDING PROCESS

The method and processes that allow a **BIDDER** to bid at the **AUCTION** online as described on the **AUCTIONEERS' WEBSITE**

RESERVE

The **RESERVE** is the minimum amount that the **AUCTIONEER** is authorised to sell the **LOT** at. It is subject to change and will not normally be disclosed.

SUCCESSFUL BID

The highest bid at the fall of the electronic gavel that will win the **LOT** for the **BIDDER**, providing that the bid is at or above the **RESERVE**.

WEBSITE

The **WEBSITE** controlled by the **AUCTIONEERS** and on which the online **AUCTION** is conducted.

Auction conduct Conditions

Words in bold green type have special meanings, which are defined in the Glossary.

The **AUCTION CONDUCT CONDITIONS** (as supplemented or varied by **CONDITION A6**, if applicable) are a compulsory section of the Common **AUCTION CONDITIONS**. They cannot be dispensed or varied without **OUR** agreement, even by a **CONDITION** purporting to replace the Common **AUCTION CONDITIONS** in their entirety.

A1 Introduction

A1.1 The **AUCTION CONDUCT CONDITIONS** apply wherever the **LOT** is located.

A1.2 If **YOU** make a bid for a **LOT** or otherwise participate in the **AUCTION** it is on the basis that **YOU** accept these **AUCTION CONDUCT CONDITIONS**. They govern **OUR** relationship with **YOU**. They can be varied only if **WE** agree.

A2 Our role

A2.1 As agents for each **SELLER WE** have authority to prepare the **CATALOGUE** from information supplied by or on behalf of each **SELLER**;

(a) offer each **LOT** for sale;
(b) sell each **LOT**;
(c) receive and hold **BIDDER SECURITY** and **DEPOSITS** as agent for the **SELLER**;

(d) sign each **SALE MEMORANDUM**; and
(e) 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 participate in the **AUCTION** without having to explain why.

A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of **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, 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 published, that guide **PRICE** (or the lower end of the range) is the minimum **PRICE** at which the **SELLER** might be prepared to sell at the date of the guide **PRICE**. It is not an indication of the **RESERVE PRICE**, which may not be set until the date of the **AUCTION**.

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, **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** only 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**:
(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 by **US** (or, at **OUR** option, the **SELLER'S** conveyancer)

(b) 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 stakeholder unless the **SALE CONDITIONS** require it to be held as agent for the **SELLER**; and
(c) must be paid in pounds sterling by cheque or by bankers' draft made payable to **US** (or, at **OUR** option, the **SELLER'S** conveyancer) on an **APPROVED FINANCIAL INSTITUTION**. **CONDITION A6** may state if **WE** accept any other form of payment.

A5.6 **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 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**.

A5.8 If the **BUYER** does not comply with its obligations under the **CONTRACT** then you are personally liable to buy the **LOT** even if **YOU** are acting as an agent; and

you must indemnify the **SELLER** in respect of any loss the **SELLER** incurs as a result of the **BUYER'S** default.

A5.9 Where the **BUYER** is a company **YOU** warrant that the **BUYER** is properly constituted and able to buy the **LOT**.

AMENDMENTS AND ADDITIONS TO THE AUCTION CONDUCT CONDITIONS

AMENDMENTS

Section A5 has been reproduced in full below and also includes **OUR** amendments (as marked by (*)):

A5.1 (*) A **SUCCESSFUL BID** is one **WE** accept as such (normally on the fall of the electronic hammer). This **CONDITION A5** applies to **YOU** only 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 (*) In order to bid online **YOU** must:
(a) provide all information **WE** reasonably need from **YOU** to enable **US** to verify **YOUR** identity and complete the **SALE MEMORANDUM**;
(b) accept and agree that the **WE** can sign the Memorandum of Sale on **YOUR** behalf.
(c) pay the **AUCTION ENTRANCE FEE**.

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 **AUCTION ENTRANCE FEE**
(a) **YOU** accept and agree that the **AUCTION ENTRANCE FEE** (comprised of the Bidder Security and **ADMINISTRATION FEE**) is deemed non-refundable if **YOU** are the successful bidder at the fall of the electronic gavel and that it will be returned to **YOU** should **YOU** be unsuccessful;
(b) the Bidder Security element of the **AUCTION ENTRANCE FEE** shall be used to make a partial payment of the **DEPOSIT** due;
(c) the **ADMINISTRATION FEE** element of the **AUCTION ENTRANCE FEE** shall be paid to the **AUCTIONEERS**

A5.6 (*) **WE** reserve the right to retain the **SALE MEMORANDUM** signed by/on behalf of the **BUYER** until such time as **WE** have received the full **DEPOSIT** in cleared funds. (should be AEF and not **DEPOSIT**?)

A5.7 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**.

- A5.8 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.
- A5.9 Where the **BUYER** is a company **YOU** warrant that the **BUYER** is properly constituted and able to buy the **LOT**.

ADDITIONS

- A2.6 **YOU** accept and acknowledge that **WE** will use reasonable care to provide the online **AUCTION** platform. In the event that a situation or situations arise that affect the running of the Online **AUCTION** platform, **WE** may at **OUR** absolute discretion suspend or cancel the **AUCTION** and declare any or all results of the Online **AUCTION** as null and void without any liability on the part of **US** or **OUR** third party providers of the Online **AUCTION** platform. **OUR** decision in these situations is final and **WE** do not have to give any reasons for **OUR** actions.
- A2.7 Should **YOU** be unable to connect to and bid on the Online **AUCTION** platform **YOU** accept that **WE** and **OUR** third-party providers accept no liability for any loss of any nature that results from, directly or indirectly, **YOUR** inability to successfully bid on the **AUCTION** Platform.
- A2.8 **YOU** accept that the **AUCTIONEER** and **OUR** third-party providers are in no way liable for any loss suffered by **YOU** in relation to the online **AUCTION** platform even if the **AUCTIONEER** has been made aware of the possibility of any such risks.
- A2.9 The **AUCTION** process will be run in accordance with **OUR AUCTION OPERATION GUIDE** which can be found on **OUR WEBSITE**.
- A2.10 If the **AUCTION** platform fails to work in the way as described in the **AUCTION OPERATION GUIDE** then **YOU** accept that neither **WE** nor **OUR** third-party providers hold any liability for a loss of any kind that **YOU** may incur.
- A5.10 Within the period specified in the **AUCTION OPERATION GUIDE** of the **AUCTION** closing, the **DEPOSIT** or balance of **DEPOSIT** due, (usually 10% of the sale **PRICE**) must be paid by **YOU** via electronic transfer or bank transfer to the **AUCTIONEERS**.

A6 Extra Auction conduct Conditions

- A6.1 Despite any special **CONDITION** to the contrary the minimum **DEPOSIT** **WE** accept is £1,500 (or the total **PRICE**, if less). A special **CONDITION** may, however, require a higher minimum **DEPOSIT**.

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

The **GENERAL CONDITIONS** (as supplemented or changed 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 forms of **SPECIAL CONDITIONS**, schedules and **SALE MEMORANDUM** are not compulsory and may be changed.

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 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 The **LOT** is sold subject to all matters contained or referred to in the **DOCUMENTS**. The **SELLER** must discharge **FINANCIAL CHARGES** on or before **COMPLETION**.
- 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 charges;
 (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) outgoing and other liabilities;
 (g) any interest which overrides, under 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 fittings. The **SPECIAL CONDITIONS** state whether any chattels are included in the **LOT**, but if they are:
 (a) the **BUYER** takes them as they are at **COMPLETION** and the **SELLER** is not liable if they are not fit for use, and
 (b) the **SELLER** is to leave them at the **LOT**.
- G1.8 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.
- G1.9 The **BUYER** admits that it is not relying on the information contained in the **PARTICULARS** or on any representations made by or on behalf of the **SELLER** but the **BUYER** may rely on the **SELLER**'s conveyancer's written replies to written 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 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**.
- G2.3 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** or
 (b) the **SPECIAL CONDITIONS** require the **SELLER** to insure the **LOT**.
- G3.2 If the **SELLER** is required to insure the **LOT** then the **SELLER**
 (a) must produce to the **BUYER** on request all relevant insurance details;
 (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
 (c) gives no warranty as to the adequacy of the insurance;
 (d) must 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) must, 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 as from the **CONTRACT DATE** (to the extent not already paid by the **BUYER** or a tenant or other third party).
- G3.3 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.
- G3.4 Section 47 of the Law of Property Act 1925 does not apply to the **CONTRACT**.
- G3.5 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 to any of the **DOCUMENTS** that is made available before the **AUCTION** or any other matter, except one that occurs after the **CONTRACT DATE**.
- G4.2 The following provisions apply only to any of the following **DOCUMENTS** that is not made available before the **AUCTION**:
 (a) 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.
 (b) If the **LOT** is not registered land the **SELLER** is to give to the **BUYER** within five **BUSINESS DAYS** of the **CONTRACT DATE** 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.

- (c) If title is in the course of registration, title is to consist of:
 (i) certified copies of the application for registration of title made to the Land Registry and of the **DOCUMENTS** accompanying that application;
 (ii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 (iii) 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**.
- (d) 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 **BUYER**; and
 (b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any **CONDITION** or tenant's obligation relating to the state or **CONDITION** of the **LOT** where the **LOT** is leasehold property.
- 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 mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.
- 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** has any liability (other than to the **BUYER**) 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 and any other amounts stated in the **SPECIAL CONDITIONS**.
- G6.3 Payment is to be made in pounds and only by
 (a) direct transfer from the **BUYER**'s conveyancer to the **SELLER**'s conveyancer; and
 (b) the release of any **DEPOSIT** held by a stakeholder or in such other manner as the **SELLER**'s conveyancer may agree.
- G6.4 Unless the **SELLER** and the **BUYER** otherwise agree, **COMPLETION** cannot take place until both have complied with the obligations under the **CONTRACT** that they are obliged to comply with prior to **COMPLETION**, and the amount payable on **COMPLETION** is unconditionally received in the **SELLER**'s conveyancer's client account or as otherwise required by the terms of the **CONTRACT**.

- 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:
- terminate the **CONTRACT**;
 - claim the **DEPOSIT** and any interest on it if held by a stakeholder;
 - forfeit the **DEPOSIT** and any interest on it;
 - resell the **LOT**; and
 - 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:
- terminate the **CONTRACT**; and
 - 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**
- G8.1 If the **CONTRACT** is lawfully brought to an end:
- the **BUYER** must return all papers to the **SELLER** and appoints the **SELLER** its agent to cancel any registration of the **CONTRACT**; and
 - 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 or sublet 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 ("licence notice").
- G9.4 The **SELLER** must
- use all reasonable endeavours to obtain the licence at the **SELLER's** expense; and
 - enter into any authorised guarantee agreement properly required.
- G9.5 The **BUYER** must promptly
- provide references and other relevant information; and
 - 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 **SELLER** has not given licence notice to the **BUYER** 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 the **SELLER** has given licence notice. 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 money due from the **BUYER** at **COMPLETION** for the period starting on the **AGREED COMPLETION DATE** and ending on 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 promptly 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 the **ACTUAL COMPLETION DATE** unless:
- the **BUYER** is liable to pay interest; and
 - 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:
- the **SELLER** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
 - annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (or 366 in a leap 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 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**
- so state; or
 - give no details of any **ARREARS**.
- G11.8 While any **ARREARS** due to the **SELLER** remain unpaid the **BUYER** must:
- try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
 - 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);
 - 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;
 - 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;
 - 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
 - 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:
- 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;
 - 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
 - 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**
- G13.1 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.
- G13.2 The remainder of 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.
- G13.3 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.
- G13.4 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:
- observe and perform the **SELLER's** covenants and **CONDITIONS** in the rent **DEPOSIT** deed and indemnify the **SELLER** in respect of any breach;
 - give notice of assignment to the tenant; and
 - give such direct covenant to the tenant as may be required by the rent **DEPOSIT** deed.
- G14. VAT**
- 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**:
- is registered for **VAT**, either in the **SELLER's** name or as a member of the same **VAT** group; and
 - 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
- it is registered for **VAT**, either in the **BUYER's** name or as a member of a **VAT** group;
 - 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**;
 - article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - 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
- of the **BUYER's** **VAT** registration;
 - that the **BUYER** has made a **VAT OPTION**; and
 - that the **VAT OPTION** has been notified in writing to 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
- 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
 - 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:
- 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**;
 - the **BUYER** must within five **BUSINESS DAYS** of receipt of the **VAT** invoice pay to the **SELLER** the **VAT** due; and
 - if **VAT** is payable because the **BUYER** has not complied 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 **BUYER** agree:
- to make an election on **COMPLETION** under Section 198 of the Capital Allowances Act 2001 to give effect to this **CONDITION G16**; and
 - 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 agreements 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:
(a) that payments that the tenant has made on account exceed attributable service charge expenditure, the **SELLER** must pay to the **BUYER** an amount equal to that excess when it provides the service charge account; or
(b) that attributable service charge expenditure exceeds payments made on account, the **BUYER** must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the **SELLER**;
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; and
(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 the 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 the 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 **CONTRACTS** (Rights of Third Parties) Act 1999.

G30 Extra General Conditions

Auctioneer's administration fee

- The **BUYER** agrees to pay to the **SELLER** the amount of £750 including VAT to the auctioneers by way of an **ADMINISTRATION FEE**.

Mark Jenkinson & son

ESTABLISHED 1877

INDEPENDENT PROPERTY PROFESSIONALS

Chartered Surveyors, Valuers and Auctioneers



Charles Duncan • Janet Hough • Mohammed Mahroof • Philip Dorman • Simon Wortley
John Dawes • Nick Wilson • Adrian Little • Jake Bond



COMMERCIAL

Disposal and acquisitions of all types of office, industrial, retail and investment properties.

commercial@markjenkinson.co.uk



SURVEYS & VALUATIONS

Reports, surveys, valuations and appraisals for all types of residential and commercial properties.

surveys@markjenkinson.co.uk



LAND & DEVELOPMENT

Site appraisals and assembly, planning guidance, design/layout, specialist reports, sales by private treaty, tender and auction.

land@markjenkinson.co.uk



HEALTHCARE

Covering the Midlands and North of England. Valuation of GP surgery, pharmacy and dental premises for PP & SI.

medicals@markjenkinson.co.uk



AUCTIONS

Leading regional auctioneers with regular sales on behalf of all types of private and institutional clients.

auctions@markjenkinson.co.uk



PUBLIC SECTOR SERVICES

Property consultancy, asset management/ estates strategies, urban regeneration and community buildings strategies.

publicsector@markjenkinson.co.uk

SHEFFIELD 0114 276 0151

8 Norfolk Row, Sheffield S1 2PA

CHESTERFIELD 01246 267 565

Dunston Innovation Centre, Chesterfield S41 8NG

www.markjenkinson.co.uk



RICS[®]

the mark of
property
professionalism
worldwide