

Mark Jenkinson & son

ESTABLISHED 1877

INDEPENDENT PROPERTY PROFESSIONALS



Property with potential for sale by

ONLINE AUCTION

Tuesday 25th May 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 fourth 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 FOURTH Property with Potential for AUCTION of 2021 Tuesday 25th May

Bidding starts at 9am – concludes 12 noon onwards

40 lots including:

- Vacant Houses Requiring Modernisation
- Larger Residential Development Projects
- Vacant & Tenanted Commercial Property
- Former Doctors Surgery
- Licensed Public House
- Student Investment Property
- Industrial Investment

Properties located in and around:

Sheffield, Rotherham, Doncaster, Worksop, Chesterfield, Hull

Acting on behalf of and in conjunction with:



Diocese of Hallam



Hull City Council



(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 13 July – Deadline Friday 11 June

Auction dates for 2021

26 JANUARY

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

2 MARCH

18 of 23 Lots sold for £2.53m
78% success rate

13 APRIL

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

25 MAY

40 Lots

13 JULY

Deadline 11 June

7 SEPTEMBER

Deadline 6 August

19 OCTOBER

Deadline 17 September

7 DECEMBER

Deadline 5 November

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:

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

- 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.
- 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.
- Tom is notified that he has been outbid. If no more bids are placed Jane would win the lot for £100,000.
- 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.
- 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.
- 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

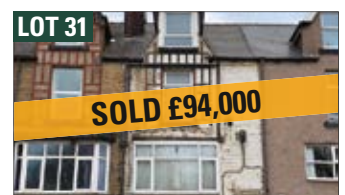
The seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. The reserve price is not disclosed and remains confidential between the seller and the auctioneer. Both the guide price and the reserve can and may be subject to change up to and including the day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

Catalogue Production: www.thearkdesign.co.uk

April Online Success!

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

1	70 NAIRN STREET	£220,000
2	13 JENKIN CLOSE	£109,000
3	57 FENTONVILLE STREET	£136,000
4	40 WHITBY ROAD	£123,000
5	89 PAGEHALL ROAD	WITHDRAWN PRIOR
6	2A HARTLEY STREET	£58,000
7	BLYTH HOLME, HIGH STREET	AVAILABLE
8	16 BARNSDALE AVENUE	£168,000
9	103 DERBYSHIRE LANE	£260,000
10	766 ECCLESALL ROAD	£213,000
11	13 BURNGREAVE ROAD	£168,000
12	9 & 11 QUEENSGATE	£202,000
13	LAND ADJOINING 19 BROOMFIELD ROAD	£115,000
14	APARTMENT 102, 3 NORTH BANK	£85,000
15	GROUND RENTS AT LOW MATLOCK LANE	£33,000
16	LAND ADJOINING 2 GOOSEBUTT STREET	£22,500
17	87 PARKHEAD ROAD	£662,000
18	375 SHOREHAM STREET	£210,000
19	144 CHARLOTTE ROAD	£210,000
20	2 FLATS AT 434 & 436 ABBEYDALE ROAD	WITHDRAWN
21	92-94 BROAD STREET	£83,000
22	665-675 CHESTERFIELD ROAD	£750,000
23	96 SPINNEYFIELD, OFF MOORGATE ROAD	£439,000
24	LAND AT BLYTH ROAD	£47,000
25	278/278A GLEADLESS ROAD	£109,000
26	15/15A BROOM STREET	AVAILABLE
27	CORNERWAYS, THE CROSS, STATION ROAD	£231,000
28	94A-100 HIGH STREET	£341,000
29	76 HIGH STREET	£73,500
30	32 MEADOW HILL ROAD	WITHDRAWN PRIOR
31	135A MIDDLEWOOD ROAD	£94,000
32	728 & 728A ATTERCLIFFE ROAD	£85,500



Auction dates for 2021

25th May	Deadline 23rd April
13th July	Deadline 11th June
7th September	Deadline 6th August
19th October	Deadline 17th September
7th December	Deadline 5th November

To discuss possible entries contact adrian@markjenkinson.co.uk

Order of sale 40 Lots Commencing at 9am prompt

1	184 LONGLEY AVENUE WEST	LONGLEY	SHEFFIELD	VACANT HOUSE
2	19 LIGHTWOOD ROAD, MARSH LANE	S21	SHEFFIELD	VACANT HOUSE
3	10 WOODGROVE ROAD	WINCOBANK	SHEFFIELD	VACANT HOUSE
4	8 FIRSHILL MEWS, 555 PITSMOOR ROAD	PITSMOOR	SHEFFIELD	VACANT HOUSE
5	110 OSGATHORPE ROAD	PITSMOOR	SHEFFIELD	VACANT HOUSE
6	4 ELLERTON ROAD	FIRTH PARK	SHEFFIELD	COMMERCIAL INVESTMENT
7	241 THE WHEEL	ECCLESFIELD	SHEFFIELD	VACANT HOUSE
8	106 OAKLAND ROAD	HILLSBOROUGH	SHEFFIELD	VACANT HOUSE
9	54 & 54A OWLERTON GREEN	HILLSBOROUGH	SHEFFIELD	VACANT COMMERCIAL
10	257 BASLOW ROAD	TOTLEY	SHEFFIELD	VACANT HOUSE
11	110/110A PSALTER LANE	S11	SHEFFIELD	VACANT FLATS
12	USHER WOOD, MAIN ROAD	WHARNCLIFFE SIDE	SHEFFIELD	VACANT WOODLAND
13	207 DUKE STREET	S2	SHEFFIELD	VACANT COMMERCIAL
14	22 NORTHFIELD LANE	WICKERSLEY	ROTHERHAM	VACANT BUNGALOW
15	100 & 102 GELL STREET	S3	SHEFFIELD	RESIDENTIAL INVESTMENT
16	4 EDINBURGH AVENUE	BOLTON UPON DEARNE	ROTHERHAM	RESIDENTIAL INVESTMENT
17	PREMISES TO THE REAR OF 148 SHADYSIDE	HEXTHORPE	DONCASTER	VACANT WORKSHOP & SITE
18	98 BRIDGE STREET	S80	WORKSOP	COMMERCIAL & RESIDENTIAL INVESTMENT
19	103 & 105 HAGUE LANE	RENISHAW	DERBYSHIRE	DEVELOPMENT OPPORTUNITY
20	39 & 39A DUKE STREET	STAVELEY	CHESTERFIELD	VACANT COMMERCIAL & RESIDENTIAL
21	FORMER SURGERY PREMISES, 127A LOWEDGES ROAD	LOWEDGES	SHEFFIELD	VACANT SURGERY PREMISES
22	THE ROYAL STANDARD, 156 ST MARYS ROAD	S2	SHEFFIELD	VACANT PUBLIC HOUSE WITH ACCOMMODATION
23	99 WILLIAM STREET	BROOMHALL	SHEFFIELD	RESIDENTIAL INVESTMENT
24	20A HAWTHORNE AVENUE	MALTBY	ROTHERHAM	VACANT BUNGALOW
25	28 STEADE ROAD	NETHER EDGE	SHEFFIELD	DETACHED HOUSE
26	1A, 1B & 1C PETER STREET & 3A, B & C WOODHOUSE GREEN	THURCROFT	ROTHERHAM	RESIDENTIAL INVESTMENT
27	28 GREASBROUGH ROAD	PARKGATE	ROTHERHAM	VACANT PREMISES
28	20 BRIDGE PLACE	S80	WORKSOP	COMMERCIAL INVESTMENT
29	9 VICTORIA AVENUE	CLIFTON	ROTHERHAM	VACANT HOUSE
30	61 & 61A GOOSEBUTT STREET	RAWMARSH	ROTHERHAM	VACANT FLATS
31	UNIT 13, TEMPLE STREET	HU5	HULL	INDUSTRIAL INVESTMENT
32	38 OSBOURNE ROAD	NETHER EDGE	SHEFFIELD	VACANT HOUSE
33	91 CLOUGH ROAD	S61	ROTHERHAM	POTENTIAL BUILDING PLOT
34	FLAT ABOVE 102-104 HOLME LANE	HILLSBOROUGH	SHEFFIELD	VACANT FLAT
35	24 ALDAM ROAD	BALBY	DONCASTER	RESIDENTIAL INVESTMENT
36	77 VIOLET AVENUE	EDLINGTON	DONCASTER	RESIDENTIAL INVESTMENT
37	28 BARNSELY ROAD	WATH UPON DEARNE	ROTHERHAM	VACANT COMMERCIAL PREMISES
38	23 WEST VIEW ROAD	KIMBERWORTH	ROTHERHAM	VACANT HOUSE
39	18 RADIANCE ROAD	WHEATLEY	DONCASTER	VACANT LAND
40	40 BETHEL ROAD	EASTWOOD	ROTHERHAM	RESIDENTIAL INVESTMENT

Next online auction Tuesday 13th July

Deadline for entries Friday 11th June

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INDEPENDENT PROPERTY PROFESSIONALS

Contact at adrian@markjenkinson.co.uk

LOT

1 184 Longley Avenue West, Sheffield, South Yorkshire S5 8UH

GUIDE PRICE £55,000*

VACANT HOUSE

- Two bedroom inner town house
- Car parking space & rear garden
- Partially modernised – requires completion
- Of interest to builders & investors
- Popular & convenient location

Ground Floor

Entrance Lobby
Sitting Room 4.08m x 3.30m
Kitchen 3.46m x 2.39m with Rear
Lobby Area & Under Stairs Recess

Good size level rear garden with
room to extend (STC)

EPC Rating

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

First Floor

Landing
Front Bedroom One 4.51m x 3.23m
overall with closet
Rear Bedroom Two 2.94m x 3.38m
Shower Room/WC (no suite) 1.96m
x 1.35m

VIEWING

Strictly by appointment with the
auctioneers 0114 276 0151 or
reception@markjenkinson.co.uk

SOLICITORS

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

Outside

Front gated car parking area



LOT

2 19 Lightwood Road, Marsh Lane, Sheffield, Derbyshire S21 5RF

GUIDE PRICE £75,000*

VACANT HOUSE

- Two bedroom inner terrace
- In need of complete modernisation
- Popular location on the fringe of Marsh Lane
- Of interest to builders & developers
- Excellent potential offered

Ground Floor

Sitting Room 3.50m x 3.66m
Kitchen 2.48m x 3.35m
Under Stairs Shower Room

JOINT AUCTIONEERS

Larards Lets, The Property Centre,
24 Hull Road, Hesse HU13 0AH



First Floor

Landing
Front Bedroom 3.68m x 3.98m
Rear Bedroom 3.05m x 2.98m

VIEWING

Strictly by appointment with the
auctioneers 0114 276 0151 or
reception@markjenkinson.co.uk

Outside

Rear Yard & WC

EPC Rating D

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available to view via our website

SOLICITORS

Mayo Wynne Baxter Llp, 20
Gildredge Road, Eastbourne
BN21 4RP



LOT

3 10 Woodgrove Road, Wincobank, Sheffield, South Yorkshire S9 1NX

GUIDE PRICE £45,000 PLUS*

VACANT HOUSE

- Two bedroom inner terrace
- Convenient for Meadowhall & motorway network
- Requires general improvement
- Potential for owner occupation or investment
- In need of general upgrading
- Double glazing & central heating
- Rear garden

Ground Floor

Sitting Room 4.24m x 3.90m
Kitchen 2.90m x 3.04m
Cellar Head

Second Floor

Attic Bedroom Two 2.89m x 2.77m
with Velux Window

Basement

Cellar

Outside

Good size rear garden area

First Floor

Landing
Front Bedroom One 3.89m x 3.35m
Bathroom/WC 2.63m x 3.06m with
white suite

EPC Rating D

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

VIEWING

Strictly by appointment
with the auctioneers
0114 276 0151
or reception@
markjenkinson.co.uk

SOLICITORS

Woskow Brown
Solicitors LLP, 31
Regent Street, Barnsley
S70 2HJ



LOT

4 8 Firshill Mews, 555 Pitsmoor Road, Pitsmoor, Sheffield, South Yorkshire S3 9AU

GUIDE PRICE £55,000*

VACANT HOUSE

- Two bedroom town house
- Convenient position facing Abbeyfield Park
- Easy reach of Northern General Hospital & city centre
- Requires general modernisation
- uPVC windows & electric storage heaters
- Potential for owner occupation or investment

Ground Floor

Sitting Room 3.86m x 3.50m
Rear Entrance Hall
Kitchen 2.06m x 2.09m
Rear Entrance Lobby

First Floor

Landing
Bedroom One 4.78m x 2.77m with Airing Cupboard & views towards Abbeyfield Park
Bathroom/WC 2.05m x 1.63m
Bedroom Two 3.11m x 2.29m with front & rear windows

Outside

Raised forecourt and rear car parking area

JOINT AGENTS

Andersons, 63 Middlewood Road, Sheffield S6 4GW



EPC Rating

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VIEWING

Strictly by appointment with the auctioneers
0114 276 0151
or reception@markjenkinson.co.uk

SOLICITORS

Latimer Lee Solicitors,
35 Bury New Road
Sedgley Park M25 9JY



LOT

5 110 Osgathorpe Road, Pitsmoor, Sheffield, South Yorkshire S4 7AS

GUIDE PRICE £78,000 PLUS*

VACANT HOUSE

- Good size three bed inner terrace
- Requires general upgrading
- Ground Floor – 2 reception rooms & kitchen
- First Floor – 2 bedrooms & bathroom
- Large Attic bedroom
- Rear garden
- Gas central heating & double glazing
- Popular location close to Abbeyfield Park

Ground Floor

Sitting Room 3.64m x 3.58m
Dining Room 3.63m x 3.63m with Cellar Head
Kitchen 2.40m x 1.79m

First Floor

Landing
Front Bedroom One 3.57m x 3.63m with Under Stairs Closet
Rear Bedroom Two 2.81m x 1.99m
Bathroom/WC 2.72m x 1.54m

Second Floor

Landing
Attic Bedroom Three 3.62m x 5.52m

Outside

Raised forecourt & rear yard garden area

EPC Rating E

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

VIEWING

Strictly by appointment with the auctioneers
0114 276 0151
or reception@markjenkinson.co.uk

SOLICITORS

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



LOT

6 4 Ellerton Road, Firth Park, Sheffield, South Yorkshire S5 6UG

GUIDE PRICE £35,000 PLUS*

COMMERCIAL INVESTMENT

- Single storey take away premises
- Convenient location in the heart of this residential area
- Close to the Northern General Hospital
- Let for 3 years from January 2021 at £100pw (£5,200pa)

Accommodation

Sales/Preparation Area 5.58m x 4.52m
Store Room 4.32m x 3.63m

Tenancy Details

The property is let for 3 years from January 2021 at £100pw

Rating Assessment

The property is listed as "shop & premises" in the 2017 Rating List with an RV of £1,525

EPC Rating

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

VIEWING

External inspection only

SOLICITORS

Freeths LLP, Fifth Floor 3 St Paul's Place 129 Norfolk Street, Sheffield S1 2JE



LOT

7 241 The Wheel, Ecclesfield, Sheffield, South Yorkshire S35 9ZA

GUIDE PRICE £125,000 PLUS*

VACANT HOUSE

- Stone fronted inner terrace – one of three
- In need of complete modernisation
- Popular village location
- Close to Whitely Cricket Pitch
- Exceptionally long rear garden
- Comprises sitting room, kitchen, bathroom, 2 first floor bedrooms & attic room
- Of interest to builders & developers

Ground Floor

Sitting Room 3.57m x 3.93m
Inner Lobby
Dining Kitchen 4m x 3.80m
Rear Entrance Lobby
Bathroom/WC 1.98M X 1.74M

Basement

Cellar

First Floor

Landing
Front Bedroom One 3.66m x 3.95m
Rear Bedroom Two 3.59m x 3.07m

Second Floor

Attic Bedroom 3.29m x 3.97m

Outside

Forecourt
Long Rear Garden
Former brick built WC

EPC Rating E

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

8 106 Oakland Road, Hillsborough, Sheffield, South Yorkshire S6 4LS

GUIDE PRICE £95,000 PLUS*

VACANT HOUSE

- Three bedroom bay window inner terrace
- Larger than average accommodation
- In need of complete modernisation
- Modern roof covering
- uPVC windows
- Popular location
- Excellent potential offered

Ground Floor

Bay Window Sitting Room 4.51m x 3.48m
Inner Lobby
Dining Room 3.92m x 3.45m
Cellar Head
Kitchen 2.67m x 1.83m

Basement

Cellar

First Floor

Landing 4.68m x 2.62m with closet
Bathroom/WC 3.17m x 1.44m
Bedroom Two 3.16m x 3.13m

Second Floor

Attic Bedroom 3.43m x 4.74m with
Velux window to the front

Outside

Forecourt
Rear Yard & Garden Area

EPC Rating

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

VIEWING

Strictly by appointment with the
auctioneers 0114 276 0151 or
reception@markjenkinson.co.uk

SOLICITORS

Taylor & Emmet LLP, 890-892
Ecclesall Road, Sheffield S11 8TP



LOT

9

54 & 54A Owlerton Green, Hillsborough, Sheffield S6 2BH

GUIDE PRICE £195,000*

VACANT COMMERCIAL



- Substantial, high profile property with off-road and free street parking
- Prominent position at the corner of Owlerton Green & Borough Road
- 155 sqm (1,669 sqft) over two levels
- Ground floor – double aspect salon with adjoining rooms and toilet
- First floor – Spacious room with en suite, kitchen and additional bathroom together with three further rooms and WC
- Basement and large loft space storage with additional potential
- Potential for a variety of uses including residential conversion, convenience store, salon, micro-pub or retail outlet
- Convenient for the College, shopping centre, Hillsborough Park & Owlerton Dog Track and casino
- Densely populated residential area
- Close proximity to Supertram, buses and major routes



Ground Floor – 81 sqm

Former Salon – being double size with large bay window
Two Treatment Rooms
WC
Store
Side entrance Hall

Basement – 31 sqm

Storage

First Floor 74 sqm

Landing
Room One with En suite Bathroom
Room Two
Room Three
Room Four
Kitchen
Shower/WC
Separate WC

Second Floor – 12 sqm

Loft storage with sliding ladder access

Outside

The site is identified on the adjoining plan and includes off road parking to the rear

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

Norrie Waite & Slater, 9–12 East Parade, Sheffield S1 2ET



LOT

10 257 Baslow Road, Totley, Sheffield, South Yorkshire S17 4DU

GUIDE PRICE £265,000*

VACANT HOUSE



- Traditional bay window semi-detached
- In need of modernisation
- Prime location in the heart of Totley
- Views to the rear
- Good size plot with driveway & double garage
- Ample room to extend
- Excellent potential offered

Ground Floor

Bay Window Sitting Room 4.02m x 3.63m
Dining Room 3.63m x 3.52m with Patio Doors
Side Entrance Hallway
Pantry/Store 1.71m x 1.05m
Kitchen 2.74m x 3.51m

First Floor

Landing
Front Bedroom One 4.21m x 3.66m
Rear Bedroom Two 2.65m x 3.54m enjoying the aspect to the rear
Rear Bedroom Three 2.36m x 2.74m also enjoying the views
Bathroom 1.58m x 1.78m
Separate WC

Outside

The property occupies a good size plot with driveway leading to a double garage with adjoining garden area

EPC Rating

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

VIEWING

Strictly by appointment with the auctioneers 0114 276 0151 or reception@markjenkinson.co.uk

SOLICITORS

Keebles LLP, Commercial House 14 Commercial Street, Sheffield S1 2AT



LOT

11 110/110A Psalter Lane, Sheffield, South Yorkshire S11 8YU

GUIDE PRICE £495,000*

VACANT FLATS



- Attractive Grade II listed detached set in 0.24 acre
- Prime location fronting Psalter Lane and backing onto Sandbeck place
- Long established conversion into two spacious 4 bed apartments
- Planning planning granted to demolish existing rear extension
- Full consent for a new extension and provision of 2 further apartments
- Excellent potential for either development or a private single dwelling

Communal Entrance Ground Floor Flat

Bay Window Sitting Room 5.24m x 3.67m
Dining Kitchen 4.17m x 3.66m
Bathroom/WC 2.04m x 2.07m
Bedroom One 3.97m x 3.52m
Bedroom Two 4.30m x 3.16m
Bedroom Three 2.60m x 2.99m
Bedroom Four 2.01m x 2.82m

First Floor Flat

Ground floor entrance hallway
Landing
Sitting Room 3.66m x 3.61
Dining Kitchen 3.62m x 3.61m
Bedroom One 3.45m x 3.63m
Bedroom Two 2.67m x 2.95m
Bedroom Three 2.68m x 3.92m
Bedroom Four 3.33m x 3.92m
Laundry Room (previously a bedroom) 2.67m x 2.19m
Bathroom/WC 2.39m x 2.18m
Shower Room with wash basin

Outside

The property occupies a site of approximately 0.12ha (0.29 acre)

as identified on the adjoining plan and extends to Sandbeck Place at the rear.

Planning

Full planning consent was granted on the 9th April 2021 for the "Demolition of existing two storey extension, alterations and erection of rear single storey/two storey extension to form and additional two apartments" Ref 20/03999/FUL (formerly PP-09229457)

The proposed scheme

Plans relating to the proposed scheme are available to view via the website
A full copy of the EPC will be available to view via our website

VIEWING

Strictly by appointment with the auctioneers 0114 276 0151 or reception@markjenkinson.co.uk



SOLICITORS

Freeths Llp, Fifth Floor 3 St Paul's Place 129 Norfolk Street, Sheffield S1 2JE

LOT

12 Usher Wood, Main Road, Wharncliffe Side, Sheffield, South Yorkshire S35 0DP

GUIDE PRICE £10,000*

VACANT WOODLAND

- Freehold woodland
- Approximately 1.9 of an acre
- Adjoins residential property
- Close to the Oughtibridge Mill development
- Of interest to local home owners

Location

When travelling from Oughtibridge to Wharncliffe Side the land is located on the left hand side as the A6102 Langsett Road North meets Main Road. The land is opposite the former Mill building, currently being developed

VIEWING

On site at any reasonable time

SOLICITORS

Reed Smith
The Broadgate Tower 20 Primrose Street, London, EC2A 2RS

The Site

The land is identified on the adjoining plan and amounts to approximately 1.9 acre

Tenure

Freehold



LOT

13 207 Duke Street, Sheffield, South Yorkshire S2 5QP

GUIDE PRICE £90,000 PLUS*

VACANT COMMERCIAL

- Substantial end of terrace property
- Prominent position at the corner of Manor Oaks Road
- Comprises office accommodation – 145.44 sqm (1,565 sq ft) over 3 levels
- Potential for ongoing office use or Residential conversion
- Excellent potential offered

Accommodation

Ground Floor – 60.28sqm

Main Office
Interview Rooms
WC
Rear Offices
Side Entrance Hallway

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

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

First Floor – 60.97sqm

Offices
Kitchen
WC
Store

Second Floor – 24.19sqm

Attic Accommodation with Storage Space

Outside

Rear yard
Total – 145.44 sqm (1,565 sqft)

Rating Assessment

The property is listed as "Shop and premises" with an RV of £5,500



LOT

14 22 Northfield Lane, Wickersley, Rotherham, South Yorkshire S66 2HF

GUIDE PRICE £250,000 PLUS*

VACANT BUNGALOW



- Three bedroom detached dormer bungalow
- Large level plot with ample room to extend
- Long driveway with detached garage
- uPVC double glazing & gas central heating
- Requires cosmetic improvement
- Possible redevelopment options
- Excellent potential offered
- Popular location

Ground Floor

Entrance Porch
Reception Hall
Sitting Room 3.93m x 4.08m
Front Bedroom 3.62m x 4.09m
Living/Dining Room 5.85m x 3.32m
Bathroom/WC 2.04m x 1.72m with white suite & shower
Pantry/Store 1.30m x 1.67m
Storeroom 1.67m x 1.19m
Kitchen 3.33m x 4.14m
Rear Porch 2.30m x 1.67m

Second Floor

Landing with 2 Store Cupboards & Airing Cupboard
Front Bedroom 4.09m x 3.87m
Rear Bedroom 3.87m x 3.34m overlooking rear garden, having built in wardrobes
WC with wash basin 1.92m x 1.26m

Outside

The property occupies a good size plot of 633sqm (0.16 acre) with car parking to the front together with driveway providing ample car space access to a single detached garage. To the rear is a large level lawn with mature trees & ample potential to extend.

EPC Rating

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

VIEWING

Strictly by appointment with the auctioneers 0114 276 0151 or reception@markjenkinson.co.uk

SOLICITORS

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

ON INSTRUCTIONS FROM THE DIOCESE OF HALLAM



LOT

15 100 & 102 Gell Street, Sheffield, South Yorkshire S3 7QW

GUIDE PRICE £750,000*

RESIDENTIAL INVESTMENT



- Two most attractive Georgian Grade II listed properties
- Long established conversion into 9 self contained flats
- Prime location within walking distance of Sheffield University campus
- 0.36acre Freehold plot with formal gardens & gated car parking to the rear
- 6 flats currently let producing £40,440pa
- 3 available for refurbishment/letting
- Annual income when fully let – £60,000 plus

100 Gell Street

Ground Floor

Communal reception hall

Flat 1 – Let at £600 pcm

Lounge/Kitchen

Bedroom

Bathroom

Flat 2 – Let at £520pcm

Lounge

Bedroom

Bathroom

Kitchen

Utility Room

First Floor

Landing

Flat 3 – Let at £650pcm

Lounge

Bedroom

Kitchen

Bathroom

Flat 4 – Let at £550pcm

Lounge

Bedroom

Kitchen

Bathroom

102 Gell Street

Ground Floor

Flat 1 – Currently Vacant and in need of refurbishment

Lounge

Kitchen

Bedrooms

Shower Room/WC

Flat 2 – Currently vacant

Lounge

Bedroom

Bathroom

Kitchen

Utility Room

First Floor

Flat 3 – Let at £550pcm

Lounge

2 Bedroom

Bathroom

Kitchen

Flat 4 – Currently vacant and in need of refurbishment

Lounge/Kitchen

Bedroom/Bathroom

Flat 5 – Currently let at £550pcm

Lounge

Bedroom

Bathroom



Basement

Cellars

Outside

The property occupies an overall site of 0.15ha (0.36 acre) with vehicular access off Conway Street to rear gated car parking area. Formal gardens to the front of the properties

VIEWING

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

SOLICITORS

Keebles LLP, Commercial House 14
Commercial Street, Sheffield S1 2AT



LOT

16 4 Edinburgh Avenue, Bolton Upon Dearne, Rotherham, South Yorkshire S63 8DS

GUIDE PRICE £35,000 PLUS*

RESIDENTIAL INVESTMENT

- Two bedroom semi-detached house
- Long term regulated tenancy
- £90pw (£4,680pa)
- uPVC windows & central heating
- Gardens & driveway

Ground Floor

Sitting Room
Dining Room
Kitchen

Note

Internal photos and floor plans are available from adrian@markjenkinson.co.uk

First Floor

2 Bedrooms
Bathroom/WC

EPC Rating

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

Outside

Front & Rear Gardens with Driveway

VIEWING

External inspection only

Rental Details

The property is let by way of a long term regulated tenancy at £90pw, last registered on 11th August 2020 and effective from that date.

SOLICITORS

Robert Mahan, 32 Woodspring Court, Sheffield S4 8FP



LOT

17 Premises to the rear of 148 Shadyside, Hexthorpe, Doncaster, South Yorks. DN4 0DG

GUIDE PRICE £125,000*

VACANT WORKSHOP & SITE

- Two storey former joiners workshop
- 340sqm (3,658sqft)
- Freehold site of 661sqm (0.16 of an acre)
- Established residential area
- Potential for development (STP)
- Established growing residential area

Accommodation

Ground Floor Workshop 198sqm (2,130 sqft)

First Floor Storage 142sqm 1,527 sqft

TOTAL 340sqm (3,658sqft)

Rateable Value

The property is described as "Workshop and Premises" in the current rating list with an RV of £5,936

Planning

Interested parties are advised to make their own enquiries in respect of possible alternative uses.

VIEWING

Strictly by appointment with the auctioneers 0114 276 0151 or reception@markjenkinson.co.uk

SOLICITORS

Grainger Appleyard Solicitors, 26-27 Hall Gate, Doncaster DN1 3NL



LOT

18 98 Bridge Street, Worksop, Nottinghamshire S80 1JA

GUIDE PRICE £225,000-£250,000*

COMMERCIAL & RESIDENTIAL INVESTMENT



- Substantial town centre Freehold property
- Comprises ground floor sales shop and 4 flats above
- Overall income £27,680pa when fully let
- Sales shop let at £7,920pa on 6 year lease with 2 years remaining
- 4 flats all let at £95 per week on 6 month tenancies (1 currently vacant)
- Possible 80% grant assistance for front facade
- Sale includes Freehold to adjoining shop (Barnardos)
- VAT chargeable on sales shop only

98 Bridge Street

Ground Floor sales shop
Trading as a nail salon and let for 6 years 2016 at £7,920pa + VAT

Bridge Street Apartments

4 two bedroom Flats of approximately 75sq.m each, located to the first and second floors
Flat 1 – £4,940pa
Flat 2 – £4,940pa
Flat 3 – £4,940pa
Flat 4 – Currently vacant but previously £4,940pa

Tenure

Freehold
The sale includes the Freehold to the adjoining Barnardos charity shop which is held by way of a 999 year lease at a Peppercorn rent but with an annual insurance clawback

VAT

It should be noted that VAT is chargeable on the commercial element of the property only, ie the ground floor sales shop.

EPC Rating

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

VIEWING

Strictly by appointment with the auctioneers 0114 276 0151 or reception@markjenkinson.co.uk.

SOLICITORS

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



LOT

19 103 & 105 Hague Lane, Renishaw, Sheffield, Derbyshire S21 3UR

GUIDE PRICE £650,000*

DEVELOPMENT OPPORTUNITY



- Outstanding development opportunity
- Freehold site of 0.3 of a hectare (0.74 of an acre)
- Comprises detached bungalow & garage – previously used as offices
- Driveway to former commercial buildings
- Planning consent for 4 large detached bungalows
- Elevated position with adjoining open countryside
- Excellent potential offered

The Site

The land is identified on the adjoining plan and comprises a detached former bungalow with adjoining garage, most recently used as offices together with commercial buildings. Access via private driveway.

The Bungalow

Most recently used as office premises offering the following accommodation

Ground Floor

Reception Hallway
Front Living Room 4.23m x 3.59m
Front Bedroom 3.32m x 3.61m
Bathroom/WC 2.43m x 2.06m
Rear Bedroom 2.31m x 4.58m
Dining Room 3.59m x 3.30m
Kitchen 3.77m x 2.13m

Outside

Garage

Planning

Outlined planning consent was granted by North East Derbyshire District Council on the 21st January 2021 for bungalows on the top side of the site & land currently occupied by commercial buildings. A copy of the consent is available on our website and interested parties are advised to make their own enquiries in respect of possible alternative schemes

EPC Rating

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

VIEWING

Strictly by appointment with the auctioneers 0114 276 0151 or reception@markjenkinson.co.uk

SOLICITORS

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



LOT

20 39 & 39A Duke Street, Staveley, Chesterfield, Derbyshire S43 3PD

GUIDE PRICE £95,000*

VACANT COMMERCIAL AND RESIDENTIAL

- High profile end of terrace cafe and flat
- Ground floor comprises 31.9sqm (343sqft)
- Café with fully equipped kitchen – Previously let at £750pcm
- Dual aspect windows to the sales area
- One bedroomed first floor flat – Previously £450pcm
- Approximately £14,400 when fully let

Ground Floor Retail/Sales

Retail Area 15.73 sqm
Kitchen 16.17 sqm
W/C 1.60m x 0.81m
Total Area 31.90 sqm (343 sqft)

Basement

Stores 4.76m x 4.17m
Store 3.99m x 4.14m

First Floor Residential Flat

Landing/hall 4.74m x 1.11m
Lounge 3.95m x 4.21m
Kitchen 3.05m x 2.93m
Shower room 1.58m x 2.97m with walk-in shower, hand basin and WC
Bedroom 3.08m x 3.93m

Outside

The property has a private front yard with outdoor seating for the retail unit.
The residential accommodation has a private yard.

EPC Rating

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

VIEWING

Strictly by appointment with the auctioneers 0114 276 0151 or reception@markjenkinson.co.uk

SOLICITORS

Athi Law LLP, 285 London Road, Sheffield S2 4NF



LOT

21 Former surgery premises 127A Lowedges Road, Low Edges, Sheffield, S. Yorks. S8 7LE

GUIDE PRICE £70,000*

VACANT SURGERY PREMISES

- Purpose built former doctors surgery
- Occupies a site of 0.13ha (0.32 acre)
- Leasehold for 99 years from 7th August 1991
- Net internal floor area of approx.180 sqm
- Ample car parking
- Potential for a variety of uses (STP)
- Possible development/site assembly angles

The Building

A single story purpose built former surgery dating from the early 1990s with a net internal floor area of 179.58 sq m including Consulting rooms, Offices, Staff Room/Kitchen, WCs and Storage.

The site

The land is identified on the adjoining plan and amounts to 0.13ha (0.32 acre) with a central access from Low Edges Road and ample car parking

Rating Assessment

The property is listed as "Surgery and premises" in the 2017 rating list with an RV of £6,700

Tenure

The property is leasehold for 99 years from 7th August 1991 at an annual ground rent of £150

EPC Rating C

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

VIEWING

Strictly by appointment with the auctioneers 0114 276 0151 or reception@markjenkinson.co.uk

SOLICITORS

Keebles LLP, Commercial House 14 Commercial Street, Sheffield S1 2AT



LOT

22 The Royal Standard, 156 St. Marys Road, Sheffield, South Yorkshire S2 4AX

GUIDE PRICE £375,000 PLUS VAT*

VACANT PUBLIC HOUSE WITH ACCOMMODATION



- Substantial public house with car park and outside seating area
- Prominent location alongside the inner ring road (St Marys Road)
- Total site area approximately 0.21 acres
- Extensive living accommodation on the first floor
- Suitable for continued use as a public house or potential for other uses subject to consent
- Licence recently renewed

Ground Floor

Open plan bar, including bar, stage, seating and pool room – 124.28 sqm
Commercial Kitchen – 13.74 sqm
Gents WCs – 8.64 sqm
Ladies WCs – 8.97 sqm

Basement

Beer Cellars – See plan

First Floor Living Accommodation

Large Hallway
Bedroom – 5.48m x 3.51m
Bedroom – 4.26m x 4.26m plus bay window
Bedroom – 4.25m x 2.8m
Bedroom – 4.41m x 3.7m (average)
Lounge – 4.24m x 4.18m plus bay window
Room off lounge – 4.23m x 3.87m
Kitchen – 4.24m x 3.97m
Shower room – 3.04m x 2.1m
Store room – 2.32m x 1.54m
WC off stairs – 1.86m x 1.07m

Outside

Parking for approximately 14 vehicles plus additional rear yard/ outside seating area
Total site area including building approx. 0.21 acres

Tenure

Freehold

EPC Rating D

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

EPC Rating D

VIEWING

By appointment with Philip Dorman
philip@markjenkinson.co.uk

SOLICITORS

Freeths LLP, Fifth Floor 3 St Paul's Place 129 Norfolk Street, Sheffield S1 2JE



LOT

23 99 William Street, Broomhall, Sheffield, South Yorkshire S10 2BZ

GUIDE PRICE £375,000 PLUS*

RESIDENTIAL INVESTMENT

- Substantial double fronted licensed HMO
- Extended accommodation over 2 levels
- Extensively modernised and upgraded
- Let for current and 2021/22 academic years at £39,520pa gross
- Let to 8 students at £84 pw plus £11 pw for services
- Popular letting area within walking distance of the Universities and city centre
- High standard of kitchen fittings and appliances
- Online virtual viewing available

Ground Floor

Entrance Hall
Sitting Room 3.91m x 4.37m
Inner Lobby
Rear Bedroom 2.97m x 3.15m
Front Bedroom 3.89m x 4.09m
Kitchen 4.08m x 3.34m
WC with wash basin
Rear Bedroom 3.15m x 2.52m
Rear Hallway

Basement

Cellar

First Floor

Landing
Front Bedroom 3.80m x 3.66m
Shower Room/WC1
Front Bedroom 4.11m x 3.87m
Bathroom/WC2
Rear Bedroom 3.12m x 3.27m
Rear Bedroom 2.17m x 3.44m
Rear Bedroom 3.06m x 3.17m

Outside

Forecourt
Rear Yard with separate access off Travis Place

Tenancy Details

The property is let to 8 students for the current and 2021/22 academic year (11th June 21 – 17th June 2022) at £84 per week each plus £11 pw for services, including Gas, Water, Electricity, Virgin Media & TV and TV licence.

Tenure

Freehold
HMO Licence 004096

Note

A video walkthrough is available from adrian@markjenkinson.co.uk

EPC Rating C

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



VIEWING

Strictly by appointment with the auctioneers 0114 276 0151

SOLICITORS

Norrie Waite & Slater, 9–12 East Parade, Sheffield S1 2ET

LOT

24 20A Hawthorn Avenue, Maltby, Rotherham, South Yorkshire S66 8BT

GUIDE PRICE £150,000 PLUS*

VACANT BUNGALOW

- Split level four bedroom detached bungalow
- Attractively priced to ensure sale
- Some structural cracking (report available)
- Good size plot with gardens & long driveway with garage
- Central heating & double glazing
- Potential for owner occupation

Ground Floor

Entrance Hall
Lounge/Dining Room 4.79m x 4.82m
Kitchen 3.03m x 2.43m
Inner Hall
Bedroom One 3.31m x 3.02m
Bedroom Two 4.01m x 2.41m
Shower Room 2.44m x 2.40m
Bedroom Three 3.51m x 2.22m

Lower Ground Floor

Hall/Garden Room 4.93m x 3.21m
Utility Room 3.24m x 2.42m
Bedroom Four 3.29m x 3.27m

Outside

The property occupies a good size plot with block paved driveway leading to an attached garage

EPC Rating

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

VIEWING

Viewing by appointment with Lincoln Ralph 01709 278978 info@lincolnralph.com

SOLICITORS

Arthur Jackson & Co, Ash Mount 1 Doncaster Gate, Rotherham S65 1DQ



JOINT AUCTIONEERS

Lincoln Ralph



LOT

25 28 Steade Road, Nether Edge, Sheffield, South Yorkshire S7 1DS

GUIDE PRICE £350,000*

DETACHED HOUSE

- Substantial detached house
- Located in the heart of this popular residential area
- Previously used as a private dwelling, but more recently used for letting
- Adapted to provide 5 letting bedrooms (2 with ensuite)
- Communal sitting room, kitchen, bathroom & separate WC
- Rear enclosed garden
- Potential for ongoing investment or own occupation
- Gas central heating

Ground Floor

Reception Hallway
Cellar Head
Bay Window Bedroom 5.09m x 4.51m with ensuite Shower Room
Sitting Room 4.64m x 3.52m
Kitchen 3.68m x 3.23m
Rear Porch 1.76m x 1.18m

Basement

Cellar

First Floor

Landing
Bathroom/WC 2.78m x 2.07m
Separate WC & Wash Basin
Rear Bedroom Two 3.16m x 3.62m with ensuite Shower Room
Rear Bedroom Three 3.56m x 4.64m
Front Bedroom Four 3.30m x 4.46m with ensuite Shower Room

Outside

Forecourt, garden area and block paved pathway.
Rear enclosed garden area

EPC Rating E

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

VIEWING

Strictly by appointment with the auctioneers 0114 276 0151 or reception@markjenkinson.co.uk

SOLICITORS

Keebles LLP, Commercial House 14 Commercial Street, Sheffield S1 2AT



LOT

26 1A,1B & 1C Peter Street & 3A,B&C Woodhouse Green, Thurgroft, Rotherham, S66 9HB

GUIDE PRICE £190,000*

RESIDENTIAL INVESTMENT

- Substantial corner property
- Comprises 5 self contained flats
- Freehold site of 467sqm with car parking
- 3 flats currently let at rent between £80-£90pw
- Approximately £19,000pa when fully let
- 1 with gas central heating & 4 with electric heating
- In need of some upgrading
- Excellent potential offered

1a Peter Street – First Floor Flat

Ground Floor

Entrance Lobby

First Floor Landing

Sitting Room 5.58m x 3.39m opening to 4.40m
Bedroom One 2.86m x 5.40m
Bedroom Two 2.46m x 2.74m
Bathroom/WC 2.34m x 1.80m
Kitchen 2.87m x 3.09m

1b Peter Street

Entrance Lobby
Store Room
Kitchen 3.63m x 2.68m
Bathroom/WC 1.69m x 2.19m
Bedroom 2.08m x 2.72m
Rear Hall
Bedroom 2.58m x 3.21m
Sitting room 4.24m x 3.17m
Study 2.08m x 1.83m

3a Woodhouse Green – First Floor Flat

Sitting Room
Kitchen

Bathroom/WC
Bedroom

3a Woodhouse Green – Ground Floor Flat

Sitting Room
Kitchen
Bedroom
Bathroom/WC

3c Woodhouse Green – Ground Floor Flat

Sitting Room 3.30m x 4.16m
Bedroom 2.38m x 2.88m
Bathroom/WC 1.54m x 1.51m
Cupboard
Kitchen 1.57m x 4.18m

Outside

The property occupies a prominent corner plot of 467sqm with vehicular parking.

Rental Details

1a – £90pw currently not occupied but rent still being paid
1b – previously let at £90pw



3a – £85pw
3b – £80pw
3c – previously let at £80pw

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

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



LOT

27 28 Greasbrough Road, Parkgate, Rotherham, South Yorkshire S62 6HN

GUIDE PRICE £65,000*

VACANT PREMISES

- Substantial double fronted former meeting hall
- 164 sqm (1,764 sqft) over three levels
- Considerable improvement work already carried out
- Positive Pre-app planning response for flats
- Potential for a variety of uses
- Located adjoining residential and commercial property

Accommodation

Ground Floor – 49.78 sqm
First Floor – 53.72 sqm
Second Floor – 61.36 sqm (limited head height)
Total – 164.86 sqm

to view via the website. Ref RB2021/0326

EPC Rating G

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

Outside

Rear yard

VIEWING

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

Planning

A pre-app enquiry response dated 9th April 2021 relating to the conversion to flats is available

SOLICITORS

Hewitson & Harker Solicitors, 23 Worksop Road, Sheffield S26 4WA



LOT

28 20 Bridge Place, Worksop, Nottinghamshire S80 1JS

GUIDE PRICE £75,000*

COMMERCIAL INVESTMENT

- 2 Storey commercial investment backing on to the Priory Shopping Centre Car Park
- Let by way of a 5 year FRI lease from 11th January 2021 at £8,000 per annum exclusive
- Prominent position close to cross roads and access to Priory Shopping Centre
- The tenant is also the proprietor of the adjoining business

Ground Floor

Restaurant/Sales Area – 56.02sqm
Rear Exit Hallway & WC
Under Stair Store

EPC Rating F

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

VIEWING

External inspection only

First Floor

Front Room – 25.74sqm
WC – 1.72 x 1.8
WC – 1.57 x 1.72

SOLICITORS

BRM Law Ltd, Third Floor Steel City House 2 West Street, Sheffield S1 2GQ

Tenure

Freehold



LOT

29 9 Victoria Avenue, Clifton, Rotherham, South Yorkshire S65 2PY

GUIDE PRICE £50,000 PLUS*

VACANT HOUSE

- Two bedroom brick built inner terrace
- uPVC windows & gas central heating
- Rear garden
- Requires some improvement
- Walking distance of local park land
- Potential for owner occupation or letting

Ground Floor

Sitting Room 3.56m x 3.64m
Inner Lobby
Kitchen 4.88m x 3.52m

JOINT AUCTIONEERS

NRT Property Consultants, Sutton Coldfield

NRT

PROPERTY CONSULTANTS

First Floor

Landing
Front Bedroom One 3.67m x 3.55m with built in wardrobe
Rear Bedroom Two 3.92m x 1.68m
Bathroom/WC 2.95m x 1.76m with built in shower

EPC Rating D

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

VIEWING

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

Outside

Rear Garden Area

SOLICITORS

Northwood Banks & Co Limited, 1600 Coventry Road, Birmingham B26 1AL



LOT

30 61 & 61 A Goosebutt Street, Rawmarsh, Rotherham, South Yorkshire S62 6AG

GUIDE PRICE £98,000 PLUS*

VACANT FLATS

- Substantial extended inner terrace
- Comprises two spacious apartments
- Previously generating £1,000pm (£12,000pa)
- Rear yard with potential for vehicular parking
- First floor requires cosmetic improvement
- Excellent potential offered
- Walking distance of local shopping facilities

61 Ground Floor Flat

Entrance Hallway
Front Bedroom 4.26m x 3.22m
Dining Room/Bedroom 3.98m x 3.19m
Breakfast Kitchen 5.62m x 2.61m
Bathroom/WC 2.27m x 2.57m
Bedroom 4.98m x 3.58m with rear door

EPC Rating E

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

Trent Law Solicitors, 268 Sharrow Vale Road, Sheffield S11 8ZH



61a

Ground Floor

Rear Entrance
Kitchen 3.56m x 3.12m
Bathroom 2.56m x 2.37m

First Floor

Landing
Front Room 4.36m x 4.92m
Rear Room 4mx 2.21m opening to 4.41 with closet
Rear Bedroom 3.57m x 3.09m
Rear Bedroom 2.45m x 2.75m

Outside

Rear Yard

LOT

31 Unit 13, Temple Street, Hull, East Riding of Yorkshire HU5 1AD

GUIDE PRICE £140,000 PLUS*

INDUSTRIAL INVESTMENT

- Purpose built industrial unit
- Currently let at £15,250pa
- 3 year lease from 1st May 2018
- Freehold site of 0.09ha (0.21 acre)

Description

A purpose built industrial building comprising workshop, office and storage amounting to approximately 251 sqm (2,700 sq ft)

EPC Rating E

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

VIEWING

External inspection only

The Site

The property is identified on the adjoining plan and occupies a site of 0.09ha (0.21acre)

SOLICITORS

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

Lease Terms

The property is let for 3 years from 1st May 2018 at £15,250pa on full repairing & insuring terms

Rateable Value

The property is listed as "Workshop and premises" with an RV of £13,500



LOT

32 38 Osborne Road, Nether Edge, Sheffield, South Yorkshire S11 9AY

GUIDE PRICE £150,000*

VACANT HOUSE

- Stone fronted terrace house
- In need of complete renovation – sold as seen
- Of interest to builders & investors
- Viewing restricted to external only due to condition
- Popular location close to the centre of Nether Edge
- 2 reception rooms & off shot kitchen
- 2 first floor bedrooms & attic bedroom
- Excellent potential offered

Ground Floor

Entrance Porch
Sitting Room 3.80m x 4.58m
Inner Lobby
Dining Room 4.32m x 3.63m
Cellar Head
Kitchen 3.15m x 2.67m

Basement

Cellar

First Floor

Landing
Front Bedroom One 3.70m x 4.08m with closet
Rear Bedroom Two 2.70m x 2.71m
Bathroom/WC 2.78m x 1.67m

Second Floor

Attic Bedroom Three 5.50m x 4.13m

Outside

Forecourt & rear garden area

Note

The property is in a very poor state of repair and the floors are considered to be unsafe. Viewing is restricted to external only. Reference should be made to the internal photos on Rightmove.

EPC Rating

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

VIEWING

External inspection only

SOLICITORS

TBC



LOT

33 91 Clough Road, Rotherham, South Yorkshire S61 1RG

GUIDE PRICE £90,000 PLUS*

POTENTIAL BUILDING PLOT

- Dilapidated detached bungalow
- Occupying a site of 513 sqm on the fringe of an established residential area
- Backing onto open fields
- Potential as a single building plot (STP)
- Excellent potential for a self build project

Ground Floor

Side Entrance Lobby
Reception Hall
Sitting Room 3.62m x 3.46m
Bedroom 2.37m x 3.54m
Living Room 3.66m x 5.77m
Dining Kitchen 5.11m x 3.24m
Bathroom 1.47m x 2.08m
Separate WC
Pantry 3.01m x 1.09m
Bedroom 2.35m x 3.69m
Bedroom 2.50m x 2.36m

Outside

The property occupies approximately 513 sqm

Note

The property is in very poor condition and considered dangerous due to rotten floors, etc. Viewing is being restricted to the exterior though internal photographs are provided

Planning

Intertester parties are advise to make their own enquires though the property is thought to be most suitable demolition and a new dwelling in its place.

EPC Rating

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

VIEWING

On site at any reasonable time

SOLICITORS

Callidus Law, 12 Nightingale Court
Nightingale Close, Rotherham
S60 2AB



LOT

34 Flat above 102–104 Holme Lane, Hillsborough, Sheffield, South Yorkshire S6 4JW

GUIDE PRICE £90,000 PLUS*

VACANT FLAT

- Spacious first and second floor flat
- Prominent location at the corner of Oakland Road
- Unmodernised attic rooms with 5 Velux windows
- Single garage to the rear
- Potential to convert into 2 flats (STP)
- Tram route location close to Hillsborough shops
- Central heating & double glazing
- Excellent potential offered

Ground Floor

Side Entrance Lobby

First Floor

Landing
Sitting Room 4m x 3.71m
Kitchen 4m x 2.98m
Bedroom 3.02m x 3.66m
Utility Room 2.10m x 1.60m
Bedroom 3.69m x 3.74m
Shower Room
Separate WC
Bedroom 2.36m x 3.14m

Second Floor

2 Large Unmodernised Attic Rooms with 5 Velux Windows offering further potential

Outside

Rear access off Oakland Road to a single brick built garage

EPC Rating E

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

VIEWING

Strictly by appointment with the auctioneers
0114 276 0151
or reception@markjenkinson.co.uk

SOLICITORS

TBC



LOT

35 24 Aldam Road, Balby, Doncaster, South Yorkshire DN4 9EA

GUIDE PRICE £48,000 PLUS*

RESIDENTIAL INVESTMENT

- Three bedroom end terrace
- Established shorthold tenancy
- £450pcm (£5,400pa)
- Gardens & car parking space
- Popular letting area

Ground Floor

Sitting Room
Kitchen
Bathroom/WC

First Floor

3 Bedrooms

Outside

The property occupies a good size plot with front & rear gardens & car parking space

Tenancy Details

The property is let by way of an Assured Shorthold Tenancy at

£450pcm with the current tenants being in occupation since 2014

JOINT AUCTIONEERS Century 21
Doncaster, 27 Waterdale,
Doncaster DN1 3EY



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

36 77 Violet Avenue, New Edlington, Doncaster, South Yorkshire DN12 1NW

GUIDE PRICE £45,000*

RESIDENTIAL INVESTMENT

- Two bedroom first floor flat
- Established residential location
- Long established Shorthold Tenancy
- £400pcm (£4,800pa)
- Upvc Windows and Electric heating

Accommodation

Sitting Room
Kitchen
Bedroom One
Bedroom Two
Bathroom

Tenure

The property is leasehold for 125 years from 11th May 1952 at an annual ground rent at £10

Tenancy Details

The current tenant has been in occupation for approximately 20 years by way of an Assured

Shorthold Tenancy at a rental of £400pcm

JOINT AUCTIONEERS Century 21
Doncaster, 27 Waterdale,
Doncaster DN1 3EY



EPC Rating C

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

37 28 Barnsley Road, Wath Upon Dearne, Rotherham, South Yorkshire S63 6QB

GUIDE PRICE £65,000*

VACANT COMMERCIAL PREMISES

- Stone fronted inner terrace
- Comprises modernised retail accommodation over 3 levels
- uPVC windows & gas central heating
- 89.99sqm (968sqft)
- Ready for occupation/letting
- Potential for conversion to residential (STP)

Ground Floor – 41.44sqm

Sales Area
Treatment Room
Stores
Kitchen

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

Aventus Law Ltd, Angels Wing
1 Whitehouse Street, Leeds
LS10 1AD

First Floor – 29.77sqm

Front Room
Kitchen
Shower Room
WC

Second Floor – 18.78sqm

Landing
Attic Room

Outside

Rear Yard & Storage

Rating Assessment

The property is listed as "shop & premises" in the 2007 Rating List with a RV of £2,900



LOT

38 23 West View Road, Kimberworth, Rotherham, South Yorkshire S61 2HF

GUIDE PRICE £115,000 PLUS*

VACANT HOUSE

- Traditional semi-detached house
- Elevated position in a good size plot with far reaching views
- In need of modernisation
- Front & rear gardens, driveway & dilapidated garage
- Central heating & double glazing
- Of interest to builders & investors
- Ample room to extend
- Excellent potential offered

Ground Floor

Reception Hall
Bay Window Sitting Room 4.08m x 3.19m
Dining Room 3.62m x 3.20m
Kitchen 3.37m x 2.70m with range of units & appliances

EPC Rating D

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

VIEWING

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

First Floor

Landing
Front Bedroom One 4.32m x 3.19m
Rear Bedroom Two 3.49m x 3.17m
Front Bedroom Three 1.89m x 2.05m
Bathroom 2.05m x 1.67m
Separate WC

SOLICITORS

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

Outside

The property occupies a good size plot with front garden and driveway leading to dilapidated garage. Further large garden area to the rear



LOT

39 Land adjoining 18 Radiance Road, Wheatley, Doncaster, South Yorkshire DN1 2TE

GUIDE PRICE £28,000 PLUS*

VACANT LAND

- Freehold corner plot – 208sqm
- Adjoining residential & commercial property
- Convenient area of Doncaster
- Potential for variety of uses (STP)

Location

The land is identified on the adjoining plan and is located off the main Wheatley Hall Road adjoining number 18 Radiance Road

VIEWING

On site at any reasonable time

SOLICITORS

Grainger Appleyard Solicitors, 26–27 Hall Gate, Doncaster DN1 3NL

The Site

Frontage 8.23m
Depth 25.92m
Area 208sqm

Planning

The property is located adjoining residential property and interested parties are advised to make their own enquiries in respect of possible schemes

Services

All main services are understood to be within the facility, though interested parties are advised to make their own enquiries in respect of new connections



LOT

40 40 Bethel Road, Eastwood, Rotherham, South Yorkshire S65 1QX

GUIDE PRICE £78,000 PLUS*

RESIDENTIAL INVESTMENT

- Stone built double fronted property
- Large plot of approximately 507sqm (0.13 of an acre)
- Currently comprises four Bedsits with shared bathroom & WC
- Gross annual income £12,000pa (Net £8,485)
- Possible redevelopment options if included with adjoining council site
- uPVC windows & gas central heating

Ground Floor

Entrance Hall
Bed Sitting Room One – with separate kitchen
Bed Sitting Room Two – open plan layout

First Floor

Landing
Bathroom/WC
Bed Sitting Room Three – with separate kitchen
Bed Sitting Room Four – with separate kitchen

Outside

The property occupies a large plot of approximately 507sqm (0.13 of an acre) with possible redevelopment angles if merged with adjoining site (Belongs to Rotherham MBC)

Rental details

The four bedsits are let by way of Assured Shorthold tenancies at rentals of £220,280,240 and £260 pcm inclusive of services

Services

The landlord is responsible for paying the gas, council tax & water rates. Electricity is provided by coin meters

These are as follows:
Gas and Electricity (British Gas) £131.50 pcm
Water Rates – £700pa
Council Tax – £1,237pa
TOTAL – £3,515pa

EPC Rating E

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

VIEWING

External inspection only

SOLICITORS

Bell & Buxton, Telegraph House High Street, Sheffield S1 2GA



Common Auction Conditions (Applicable to online auctions)

For Auctions of Real Estate in England and Wales Edition 4.0

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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 '(*)'.

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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:

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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~~CONDITION~~ally 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:
- (a) terminate the **CONTRACT**;
 - (b) claim the **DEPOSIT** and any interest on it if held by a stakeholder;
 - (c) forfeit the **DEPOSIT** and any interest on it;
 - (d) resell the **LOT**; and
 - (e) claim damages from the **BUYER**.
- G7.4 If the **SELLER** fails to comply with a notice to complete the **BUYER** may, without affecting any other remedy the **BUYER** has:
- (a) terminate the **CONTRACT**; and
 - (b) recover the **DEPOSIT** and any interest on it from the **SELLER** or, if applicable, a stakeholder.
- G8. If the contract is brought to an end**
- G8.1 If the **CONTRACT** is lawfully brought to an end:
- (a) the **BUYER** must return all papers to the **SELLER** and appoints the **SELLER** its agent to cancel any registration of the **CONTRACT**; and
 - (b) the **SELLER** must return the **DEPOSIT** and any interest on it to the **BUYER** (and the **BUYER** may claim it from the stakeholder, if applicable) unless the **SELLER** is entitled to forfeit the **DEPOSIT** under **CONDITION G7.3**.
- G9. Landlord's licence**
- G9.1 Where the **LOT** is or includes leasehold land and licence to assign 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
- (a) use all reasonable endeavours to obtain the licence at the **SELLER's** expense; and
 - (b) enter into any authorised guarantee agreement properly required.
- G9.5 The **BUYER** must promptly
- (a) provide references and other relevant information; and
 - (b) comply with the landlord's lawful requirements.
- G9.6 If within three months of the **CONTRACT DATE** (or such longer period as the **SELLER** and **BUYER** agree) the **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:
- (a) the **BUYER** is liable to pay interest; and
 - (b) the **SELLER** has given notice to the **BUYER** at any time up to **COMPLETION** requiring apportionment on the date from which interest becomes payable by the **BUYER**;
- in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **BUYER**.
- G10.4 Apportionments are to be calculated on the basis that:
- (a) the **SELLER** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
 - (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year (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**
- (a) so state; or
 - (b) give no details of any **ARREARS**.
- G11.8 While any **ARREARS** due to the **SELLER** remain unpaid the **BUYER** must:
- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the tenancy;
 - (b) pay them to the **SELLER** within five **BUSINESS DAYS** of receipt in cleared funds (plus interest at the **INTEREST RATE** calculated on a daily basis for each subsequent day's delay in payment);
 - (c) on request, at the cost of the **SELLER**, assign to the **SELLER** or as the **SELLER** may direct the right to demand and sue for **OLD ARREARS**, such assignment to be in such form as the **SELLER's** conveyancer may reasonably require;
 - (d) if reasonably required, allow the **SELLER's** conveyancer to have on loan the counterpart of any tenancy against an undertaking to hold it to the **BUYER's** order;
 - (e) not without the consent of the **SELLER** release any tenant or surety from liability to pay **ARREARS** or accept a surrender of or forfeit any tenancy under which **ARREARS** are due; and
 - (f) if the **BUYER** disposes of the **LOT** prior to recovery of all **ARREARS** obtain from the **BUYER's** successor in title a covenant in favour of the **SELLER** in similar form to part 3 of this **CONDITION G11**.
- G11.9 Where the **SELLER** has the right to recover **ARREARS** it must not without the **BUYER's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **LOT**.
- G12. Management**
- G12.1 This **CONDITION G12** applies where the **LOT** is sold subject to **TENANCIES**.
- G12.2 The **SELLER** is to manage the **LOT** in accordance with its standard management policies pending **COMPLETION**.
- G12.3 The **SELLER** must consult the **BUYER** on all management issues that would affect the **BUYER** after **COMPLETION** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a tenancy; or a new tenancy or agreement to grant a new tenancy) and:
- (a) the **SELLER** must comply with the **BUYER's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **SELLER** to a liability that the **SELLER** would not otherwise have, in which case the **SELLER** may act reasonably in such a way as to avoid that liability;
 - (b) if the **SELLER** gives the **BUYER** notice of the **SELLER's** intended act and the **BUYER** does not object within five **BUSINESS DAYS** giving reasons for the objection the **SELLER** may act as the **SELLER** intends; and
 - (c) the **BUYER** is to indemnify the **SELLER** against all loss or liability the **SELLER** incurs through acting as the **BUYER** requires, or by reason of delay caused by the **BUYER**.
- G13. Rent deposits**
- 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:
- (a) observe and perform the **SELLER's** covenants and **CONDITIONS** in the rent **DEPOSIT** deed and indemnify the **SELLER** in respect of any breach;
 - (b) give notice of assignment to the tenant; and
 - (c) give such direct covenant to the tenant as may be required by the rent **DEPOSIT** deed.
- G14. 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**:
- (a) is registered for **VAT**, either in the **SELLER's** name or as a member of the same **VAT** group; and
 - (b) has (unless the sale is a standard-rated supply) made in relation to the **LOT** a **VAT OPTION** that remains valid and will not be revoked before **COMPLETION**.
- G15.3 The **BUYER** confirms that
- (a) it is registered for **VAT**, either in the **BUYER's** name or as a member of a **VAT** group;
 - (b) it has made, or will make before **COMPLETION**, a **VAT OPTION** in relation to the **LOT** and will not revoke it before or within three months after **COMPLETION**;
 - (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
 - (d) it is not buying the **LOT** as a nominee for another person.
- G15.4 The **BUYER** is to give to the **SELLER** as early as possible before the **AGREED COMPLETION DATE** evidence
- (a) of the **BUYER's** **VAT** registration;
 - (b) that the **BUYER** has made a **VAT OPTION**; and
 - (c) that the **VAT OPTION** has been notified in writing to HM Revenue and Customs;
- and if it does not produce the relevant evidence at least two **BUSINESS DAYS** before the **AGREED COMPLETION DATE**, **CONDITION G14.1** applies at **COMPLETION**.
- G15.5 The **BUYER** confirms that after **COMPLETION** the **BUYER** intends to
- (a) retain and manage the **LOT** for the **BUYER's** own benefit as a continuing business as a going concern subject to and with the benefit of the **TENANCIES**; and
 - (b) collect the rents payable under the **TENANCIES** and charge **VAT** on them.
- G15.6 If, after **COMPLETION**, it is found that the sale of the **LOT** is not a transfer of a going concern then:
- (a) the **SELLER's** conveyancer is to notify the **BUYER's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **LOT**;
 - (b) the **BUYER** must within five **BUSINESS DAYS** of receipt of the **VAT** invoice pay to the **SELLER** the **VAT** due; and
 - (c) if **VAT** is payable because the **BUYER** has not 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:
- (a) to make an election on **COMPLETION** under Section 198 of the Capital Allowances Act 2001 to give effect to this **CONDITION G16**; and
 - (b) to submit the value specified in the **SPECIAL CONDITIONS** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17. Maintenance agreements

- G17.1 The **SELLER** agrees to use reasonable endeavours to transfer to the **BUYER**, at the **BUYER**'s cost, the benefit of the maintenance agreements specified in the **SPECIAL CONDITIONS**.
- G17.2 The **BUYER** must assume, and indemnify the **SELLER** in respect of, all liability under such 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

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