

Now inviting instructions
for 25 October auction

SuttonKersh

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Auctions

PROPERTY AUCTION SALE
THURSDAY 6 SEPTEMBER 2012

commencing at 12pm prompt at
Marriott Hotel, City Centre
One Queen Square, Liverpool L1 1RH



www.suttonkersh.co.uk

Location



Marriott Hotel
City Centre
One Queen Square
Liverpool L1 1RH

Auction programme **2012** **Liverpool**

AUCTION DATES

25 October
6 December

CLOSING DATES

20 September
1 November

Entries are invited from owners or their agents

Contact:

James Kersh BSc Hons MRICS

james@suttonkersh.co.uk

Cathy Holt MNAEA

cathy.holt@suttonkersh.co.uk

for free advice or to arrange a free valuation

0870 873 1212

email: [**auctions@suttonkersh.co.uk**](mailto:auctions@suttonkersh.co.uk)

Merseyside's leading auction team...



Katie Donohue
Bsc (Hons)
Auction Administrator
katie@suttonkersh.co.uk



Cathy Holt MNAEA
Auction manager
cathy.holt@suttonkersh.co.uk



James Kersh Bsc
(Hons) MRICS
Director
james@suttonkersh.co.uk



Ashleigh Moore
Auction Administrator
ashleigh@suttonkersh.co.uk



Alexa Taylor
Auction Administrator
alexa@suttonkersh.co.uk

Auction results **Thursday 12 July**

LOT	PROPERTY	RESULT	PRICE
1	10 Osborne Road, Tuebrook, Liverpool L13 8AT	Sold Prior	
2	54 Hampden Street, Liverpool L4 5TZ	Sold	£43,750
3	432 & 432a Mill Street, Liverpool, L8 4RG	Sold Prior	
4	55 Garmoyle Road, Liverpool L15 3JH	Sold Prior	
5	130 Oakfield Road, Walton, Liverpool L4 0UQ	Sold	£35,000
6	1/1a Charles Berrington Road, Liverpool L15 9HG	Available At	£115,000
7	4-6 Liscard Way, Wallasey, Merseyside CH44 5TP	Sold Prior	
8	4 Johnson Street, Southport, Merseyside PR9 0BQ	Sold	£80,000
9	26 Empress Road, Liverpool L6	Sold Prior	
10	559/559a Prescot Road, Old Swan, Liverpool L13 5UX	Sold After	
11	10 & 12 Aughton Street, Ormskirk L39 3BW	Sold Prior	
12	10 Signal Works Road, Liverpool L9 9EX	Sold	£40,000
13	35 Morecambe Street, Liverpool L6 4AU	Sold	£40,000
14	53 Orwell Road, Liverpool L4 1RG	Available At	£35,000
15	53 Bligh Street, Liverpool L15 0HE	Sold After	
16	2a & 2b Goodall Street, Liverpool L4 3SR	Available At	£100,000
17	25 Alpha Drive, Birkenhead, Merseyside CH42 1PH	Available At	£170,000
18	100 Macdonald Street, Liverpool L15 1EL	Sold After	
19	67 Wendell Street, Liverpool, L8 0RG	Available At	£40,000
20	62 Derby Lane, Old Swan, Liverpool L13 3DN	Sold	£25,000
21	50/50a Lower Breck Road, Liverpool L6 4BX	Available At	£55,000
22	26 Aughton Street, Ormskirk L39 3BW	Sold	£399,500
23	3 Bridle Way, Bootle, Merseyside L30 4UA	Available At	£75,000
24	Unit 2, 29/33 Tulketh Street, Southport, Merseyside PR8 1AG	Available At	£325,000
25	219 Hoylake Road, Wirral, Merseyside CH46 0SJ	Available At	£100,000
26	2 Newhouse Road, Liverpool L15 0HL	Sold After	
27	The Strand Tavern, 245 Strand Road, Bootle, Merseyside L20 3HJ	Withdrawn	
28	11 & 12 North View, Edge Hill, Liverpool L7 8TS	Sold Prior	
29	248, 250, 252 Grange Road, Birkenhead, Merseyside CH41 6EB	Available At	£300,000
30	24-34 Woolton Street, Woolton, Liverpool L25 5JD	Sold Prior	
31	290 Hoylake Road, Moreton, Wirral, Merseyside CH46 6AF	Available At	£329,000
32	17 Durden Street, Liverpool L7 4In	Available At	£22,000
33	Plot 6 To The South Of 30 High Street, Denbigh, Clwyd LL16 3RY	Sold	£100
34	Plot 7 To The South Of 30 High Street, Denbigh, Clwyd LL16 3RY	Sold	£25
35	Plot 8 To The South Of 30 High Street, Denbigh, Clwyd LL16 3RY	Sold	£25
36	Plot 9 To The South Of 30 High Street, Denbigh, Clwyd LL16 3RY	Sold	£25
37	Plot 10 To The South Of 30 High Street, Denbigh, Clwyd LL16 3RY	Sold	£25
38	17 Upton Road, Moreton, Merseyside Ch46 0pd	Available At	£159,000
39	7, 9, 11-13, 17-19 Leicester Street & Barons Quay, Northwich, CW9 5LA	Sold Prior	
40	11 Bank Street, Wrexham, Clwyd LL11 1AH	Sold After	
41	4 Fairbank Street, Liverpool L15 4JQ	Sold After	
42	84 Vandyke Street, Liverpool L8 0RT	Sold Prior	
43	70/72 New Chester Road, New Ferry, Merseyside CH62 5AD	Sold After	
44	221 Hoylake Road, Moreton, Wirral, Merseyside CH46 0SJ	Sold After	
45	2/6 Harrowby Close, Liverpool L8 2XW	Sold	£177,000
46	Unit A Maritime Business Park, 6 Sovereign Way, Wallasey CH41 1DL	Sold	£220,000
47	69 Breck Road, Anfield, Liverpool L4 2QS	Sold	£50,000
48	12 Hillside Avenue, Liverpool L36 8DX	Available At	£60,000
49	14 Hillside Avenue, Liverpool L36 8DX	Available At	£60,000
50	39 Newcombe Street, Liverpool L6 5AN	Available At	£45,000
51	Unit B Maritime Business Park, 7 Sovereign Way, Wallasey CH41 1DL	Sold	£123,000
52	41 Cranborne Road, Liverpool L15 2HX	Available At	£70,000
53	21 Methuen Street, Liverpool L15 1EG	Sold After	
54	18/20 New Street, Mold, Clwyd CH7 1NZ	Sold Prior	
55	Unit C Maritime Business Park, 8 Sovereign Way, Wallasey CH41 1DL	Sold Prior	
56	19 & 21 Williamson Street, Liverpool L1 1EB	Available At	£425,000
57	Former Public Convenience, West Derby Road/Oak Leigh, Liverpool L13	Sold	£38,500
58	12 Anderson Road, Litherland, Liverpool L21 7ND	Withdrawn	

59	24 Auburn Road, Liverpool L13 8BJ	Sold Prior	
60	23 Tiverton Street, Liverpool L15 4LR	Unavailable	
61	210 Walton Breck Road, Liverpool L4 0RQ	Sold	£35,000
62	439 Mill Street, Liverpool L8 4RD	Sold Prior	
63	50 Haselbeech Crescent, Liverpool L11 3AT	Sold Prior	
64	10 Banner Street, Liverpool L15 0HQ	Sold After	
65	12 Purser Grove, Liverpool L15 1HB	Sold After	
66	35 Suffield Road, Liverpool L4 1UL	Available At	£45,000
67	127 & 129 Sefton Street, Toxteth, Liverpool L8 5SN	Sold Prior	
68	17 Plumer Street, Liverpool L15 1EE	Sold After	
69	Apt 9, Millwood Court, Alderfield Drive, Liverpool L24 6TQ	Withdrawn	
70	66 Macdonald Street, Liverpool L15 1EL	Sold After	
71	1a Helena Street, Liverpool L9 1BH	Withdrawn	
72	55 Newsham Drive, Liverpool L6 7UQ	Sold After	
73	67 Grenfell Road, Liverpool L13 9BZ	Sold Prior	
74	89 Grosvenor Road, Wavertree, Liverpool L15 0EZ	Sold After	
75	145 Strathcona Road, Liverpool L15 1EB	Sold After	
76	Apt 11, Millwood Court, Alderfield Drive, Liverpool L24 6TQ	Withdrawn	
77	4 Altfinch Close, Liverpool L14 8YG	Sold Prior	
78	611 Prescot Road, Old Swan, Liverpool L13 5XA	Sold Prior	
79	7 Liberty Street, Liverpool L15 0ET	Sold After	
80	Plot Q Land To The West Japonica Gardens, St. Helens, Merseyside WA9 4WP	Sold	£20
81	Plot R Land To The West Japonica Gardens, St. Helens, Merseyside WA9 4WP	Sold	£20
82	Plot S Land To The West Japonica Gardens, St. Helens, Merseyside WA9 4WP	Sold	£20
83	Plot T Land To The West Japonica Gardens, St. Helens, Merseyside WA9 4WP	Sold	£20
84	Plot U Land To The West Japonica Gardens, St. Helens, Merseyside WA9 4WP	Sold	£20
85	Plot V Land To The West Japonica Gardens, St. Helens, Merseyside WA9 4WP	Sold	£20
86	Plot W Land To The West Japonica Gardens, St. Helens, Merseyside WA9 4WP	Sold	£20
87	Plot X Land To The West Japonica Gardens, St. Helens, Merseyside WA9 4WP	Sold	£20
88	Plot Y Land To The West Japonica Gardens, St. Helens, Merseyside WA9 4WP	Sold	£20
89	Plot Z Land To The West Japonica Gardens, St. Helens, Merseyside WA9 4WP	Sold	£20
90	33 Cawfield Avenue, Widnes, Cheshire WA8 7HG	Sold Prior	
91	9 Oban Road, Anfield, Liverpool, L4 2SA	Sold	£24,000
92	212 Smithdown Road, Liverpool L15 3JT	Sold Prior	
93	60/64 Liverpool Road, Crosby, Liverpool L23 5SJ	Withdrawn	
94	15 Channell Road, Fairfield, Liverpool L6 6DD	Sold Prior	
95	41 Gwladys Street, Liverpool L4 5RN	Sold	£39,000
97	45 Warwick Road, Bootle, Merseyside L20 9BY	Sold	£58,000
98	52 Pinehurst Avenue, Anfield, Liverpool L4 7UH	Sold	£74,000
99	13 Alton Road, Liverpool L6 4BH	Sold Prior	
100	81 Beatrice Street, Bootle, Merseyside L20 2EG	Sold	£35,000
101	39 Sandway Crescent, Liverpool L11 2SN	Available At	£45,000
102	24 Chestnut Grove, Wavertree, Liverpool L15 8HS	Unavailable	
103	34,34a,34b Knowsley Road, Bootle, Liverpool L20 4NL	Sold Prior	
104	38 Princes Road, Liverpool L8 1TH	Sold	£172,000
105	Olivers Bar, 21-23 Bow Street, Ashton-Under-Lyne, Lancashire OL6 6BU	Sold Prior	
106	211 Breck Road, Everton, Liverpool L5 6PT	Sold After	
107	6a Duke Street, Waterloo, Liverpool L22 8QU	Available At	£80,000
108	29 Lanville Road, Liverpool L19 7NL	Sold	£167,000
109	27 Greenwich Road, Liverpool L9 0HR	Withdrawn	
110	39 Smollett Street, Bootle, Merseyside L20 4PT	Sold After	

TOTAL REALISATION = £6,207,150

Sutton Kersh lands award hat trick

Sutton Kersh Commercial has won a major industry award for the third year running.

The Liverpool based independent commercial property agent, which is part of the Sutton Kersh Group, has been awarded the title of 'EGi Deals Winner for Merseyside' for 2012, following similar success in 2010 and 2011.

The award is presented to the most active local

commercial property agent who has completed the highest number of commercial property transactions between April 1st 2011 and March 31st 2012.

Jonathan Owen, Director of Commercial Agency at Sutton Kersh said: 'It is a great honour to win this award for the third year running and acknowledges the hard work and dedication of our team of RICS qualified Chartered Surveyors.'

Sutton Kersh Commercial specialises in the disposal of commercial property including retail, office and industrial premises, investments, land and development sites. They also advise on new developments, acquisitions, investments and a range of property related matters.

They are actively involved in projects throughout the North West of England, the Midlands, North Wales and Merseyside.



Over £6.2 million raised at July auction

Our July auction was the best on Merseyside for over five years. Seventy nine properties sold and total proceeds were £6,207,150.

The event took place on the 12th July at the Liverpool City Centre Marriott Hotel and was the catalogue was the largest to be offered in Merseyside since May 2008 with one hundred and ten lots up for grabs.

Pre auction activity was particularly high with twenty seven properties sold in the build up for a total of £3,700,000. A further thirty four then sold in the room and seventeen afterwards. Four properties were withdrawn prior to the event and two were postponed until the 6th September.

Amongst the lots sold prior were a student investment property guided at £400,000+ in Edge Hill and a substantial commercial investment comprising five retail units located within Northwich town centre in South Manchester which was guided at £400,000-£435,000.

In the auction room the best selling lot of the day was 2/6 Harrowby Close off Granby Street in Toxteth which sold for £87,000 above its guide

price. The two storey terrace building comprising five former houses that have been converted into offices and letting rooms with off road parking to the rear. Subject to obtaining the necessary planning consents the property could be converted back to residential use and has gross internal area of 470.8 sq.m and a total site area of 783 sq.m. The property was guided at £90,000 and sold in the room for £177,000.

Another lot which greatly surpassed its guide price was a former public convenience building on West Derby Road in Tuebrook. The property was offered on the instruction of Liverpool City Council with a guide price of £10,000 and eventually sold in the room for £38,500.

Cathy Holt, auction manageress at Sutton Kersh commented "Pre auction activity was exceptionally high with a fifth of the catalogue selling prior and the viewing diary very busy. The room also attracted a good crowd. I am confident that we will secure a number of deals post auction with some properties falling just short of reaching their reserve price.

"We are delighted with our



results from the first half of the year with total proceeds just short of £20,000,000 and the total number of sold lots close to three hundred."

Sutton Kersh are now inviting instructions for its 25th October auction. The catalogue will close on the 20th September.

Bidder's registration and identification form

Please complete the following details in full and **IN BLOCK CAPITALS** and provide two forms of identification prior to bidding as detailed in Lists A & B below.

If bidding on behalf of a company, and if successful, you will also be required to present a copy of the Certificate of Incorporation and a letter of authority on company letterheaded paper and signed by a company director prior to signing the contract.

Bidder:

First name(s) Surname

Address

Postcode Tel no

Mobile no Email

SECURITY QUESTIONS Date of birth / / Mother's maiden name

Bidder's solicitor:

Firm Contact name

Address

..... Postcode Tel no

Bidder's signature Date

Data Protection: The information that you provide on this form and the identification documentation details requested are required under the Money Laundering Regulations 2007 for identification and security purposes, and will be retained by Sutton Kersh for a minimum of 5 years from the above date. The details may also be supplied to other parties if Sutton Kersh are legally required to do so.

FOR SUTTON KERSH OFFICE USE ONLY: Identification documentation seen (one from each list)

List A – Photographic evidence of Identity

List B – Evidence of Residence

Tick	Item	Ref No
	Current signed passport	
	Current full UK/EU photocard driving licence	
	Valid identity card (e.g. HM Forces, police warrant / prison officer card, government / local authority issued card)	
	Firearm or shotgun certificate	
	Resident permit issued by the Home Office to EU Nationals	

Tick	Item	Ref No
	Utility bill issued in last three months (not mobile phone)	
	Recent bank / building society / mortgage / credit card statement	
	Revenue & Customs tax notification (current tax year)	
	Current house / motor insurance certificate	
	Recent council tax bill / council rent book	

Signed Date

on behalf of Sutton Kersh

Once you have completed this form please send to: Sutton Kersh, 2 Cotton Street, Liverpool L3 7DY.

Order of sale **Thursday 6 September**

For sale by public auction unless sold prior or withdrawn

1	36 Greenbank Road, Liverpool L18 1HN	£125,000 +
2	7 Colwell Road, Liverpool L14 8XY	£30,000–£35,000
3	4 Marquis Street, Birkenhead, Merseyside CH41 9DU	£30,000–£35,000
4	65 Mossville Road, Liverpool L18 7JN	£90,000 +
5	5 Coniston Street, Liverpool L5 6QY	£35,000 +
6	95 College Road, Crosby, Liverpool L23 0RN	£40,000 +
7	149-151 Allerton Road, Mossley Hill, Liverpool L18 2DD	£325,000 +
8	2 University Road, Bootle, Merseyside L20 3NF	£150,000 +
9	37 Morecambe Street, Liverpool L6 4AU	£30,000 +
10	60/64 Liverpool Road, Crosby, Liverpool L23 5SJ	£190,000 +
11	Land At 12-14 Marlborough Road, Tuebrook, Liverpool L13 8AX	£135,000 +
12	6a Duke Street, Waterloo, Liverpool L22 8QU	£70,000 +
13	1/1a Charles Berrington Road, Liverpool L15 9HG	Sold Prior
14	The Pacific, 476 Price Street, Birkenhead, Merseyside CH41 8BQ	£50,000–£60,000
15	27 Morecambe Street, Liverpool L6 4AU	£30,000 +
16	234 Liverpool Road, Widnes, Cheshire. WA8 7HX	£65,000 +
17	293a Warbreck Moor, Liverpool L9 0HX	£30,000–£35,000
18	27 Greenwich Road, Liverpool L9 0HR	Sold Prior
19	28 Ullet Road, Sefton Park, Liverpool L8 3SR	£300,000–£350,000
20	Sidings Lane, Liverpool L33 4YD	£50,000+
21	120 Princes Road, Liverpool L8 2UL	£90,000 +
22	53 Orwell Road, Liverpool L4 1RG	£20,000–£25,000
23	106-110 Queens Drive, West Derby, Liverpool L13 0AJ	£20,000 +
24	92 Dorset Road, Anfield, Liverpool L6 4DX	£25,000–£30,000
25	705 Ormskirk Road, Wigan, Lancashire WN5 8AQ	£35,000 +
26	73/73a City Road, Walton, Liverpool L4 5UW	£50,000–£60,000
27	69 Longfield Road, Liverpool L21 8LA	£40,000–£45,000
28	323-325 Prescott Road, Old Swan, Liverpool L13 3BS	£65,000 +
29	46 Silvester Street, Liverpool L5 8SG	£40,000 +
30	8/8a Lawrence Road, Liverpool L15 0EG	£90,000 +
31	72 Herrick Street, Liverpool L13 2AQ	£30,000–£35,000
32	9 Utting Avenue, Liverpool L4 7UN	£35,000–£40,000

Order of sale **Thursday 6 September**

33	13 Waterland Lane, St. Helens, Merseyside WA9 3AF	£25,000–£30,000
34	78A Hopwood Street, Liverpool L5 8SZ	£75,000+
35	4 Johnson Street, Southport, Merseyside. PR9 0BQ	£80,000 +
36	Land At 24-34 Enderby Avenue, St. Helens, Merseyside WA11 9JN	£50,000 +
37	The Medlock Hotel, Rumney Road, Liverpool L4 1UB	£100,000 +
38	Land At Stanhope Street, Liverpool L1 5RE	£50,000 +
39	Units 41-48 Bank Quay Trading Estate, Slutchers Lane, Warrington WA1 1PJ	£90,000 +
40	31 Rawcliffe Road, Liverpool L9 1AN	£50,000 +
41	149/151 Marsh House Lane, Warrington WA1 3QZ	£20,000–£25,000
42	26 Stanley Road, Bootle, Merseyside L20 2AA	£30,000–£35,000
43	85/86 Melrose Road, Kirkdale, Liverpool L4 1RP	£100,000 +
44	25 Morecambe Street, Liverpool L6 4AU	£30,000 +
45	35 Sedley Street, Liverpool L6 5AE	£25,000–£30,000
46	1 Morecambe Street, Liverpool L6 4AU	£20,000–£25,000
47	62 Regent Road, Kirkdale, Liverpool L5 9SY	£40,000 +
48	371-375 Borough Road, Birkenhead, Merseyside. CH42 0HA	£100,000 +
49	1a Helena Street, Liverpool L9 1BH	£35,000–£40,000
50	59 Winslow Street, Liverpool L4 4DH	£35,000–£40,000
51	3-5 Larkhill Place, Liverpool L13 9BS	£30,000–£35,000
52	75 & 75a Lisburn Lane, Liverpool L13 9AF	£60,000–£65,000
53	Bird In Hand, 942 London Road, Stoke-on-trent. ST4 5NX	£225,000 +
54	315 Breck Road/1a Oakfield Road, Everton, Liverpool L5 6PU	£10,000–£15,000
55	5 Woodlands Square & 3 Healy Close, Liverpool L27 5RZ	£55,000–£60,000
56	10 Andrew Street, Liverpool L4 4DT	£30,000–£35,000
57	173-173A Smithdown Road, Liverpool L15 2HD	£70,000+
58	Land Adjacent To 28 Bigdale Drive, Liverpool L33 6XJ	£40,000–£45,000
59	100 Alderson Road, Liverpool L15 1HH	£70,000 +
60	33 Sandringham Road, Waterloo, Liverpool L22 1RW	£110,000 +
61	37 Lark Lane, Liverpool L17 8UW	£90,000 +
62–68	Plots 1–5 & 11–12, To The South Of 30 High Street, Denbigh, Clwyd. LL16 3RY	£Nil Reserve +
69	52 Galloway Street, Liverpool L7 6PD	£10,000+
70	Land To The North Side Of Brookside, West Derby, Liverpool L12 0BA	£35,000+

Order of sale **by type**

Vacant Residential

- 1 36 Greenbank Road, Liverpool L18 1HN
- 2 7 Colwell Road, Liverpool L14 8XY
- 3 4 Marquis Street, Birkenhead, Merseyside CH41 9DU
- 4 65 Mossville Road, Liverpool L18 7JN
- 5 5 Coniston Street, Liverpool L5 6QY
- 8 2 University Road, Bootle, Merseyside L20 3NF
- 9 37 Morecambe Street, Liverpool L6 4AU
- 12 6a Duke Street, Waterloo, Liverpool L22 8QU
- 15 27 Morecambe Street, Liverpool L6 4AU
- 16 234 Liverpool Road, Widnes, Cheshire. WA8 7HX
- 17 293a Warbreck Moor, Liverpool L9 0HX
- 18 27 Greenwich Road, Liverpool L9 0HR
- 19 28 Ullet Road, Sefton Park, Liverpool L8 3SR
- 22 53 Orwell Road, Liverpool L4 1RG
- 24 92 Dorset Road, Anfield, Liverpool L6 4DX
- 27 69 Longfield Road, Liverpool L21 8LA
- 31 72 Herrick Street, Liverpool L13 2AQ
- 33 13 Waterland Lane, St. Helens, Merseyside WA9 3AF
- 34 78A Hopwood Street, Liverpool L5 8SZ
- 35 4 Johnson Street, Southport, Merseyside. PR9 0BQ
- 40 31 Rawcliffe Road, Liverpool L9 1AN
- 44 25 Morecambe Street, Liverpool L6 4AU
- 45 35 Sedley Street, Liverpool L6 5AE
- 46 1 Morecambe Street, Liverpool L6 4AU
- 50 59 Winslow Street, Liverpool L4 4DH
- 56 10 Andrew Street, Liverpool L4 4DT
- 59 100 Alderson Road, Liverpool L15 1HH
- 60 33 Sandringham Road, Waterloo, Liverpool L22 1RW
- 61 37 Lark Lane, Liverpool L17 8UW
- 69 52 Galloway Street, Liverpool L7 6PD

Residential Investment

- 6 95 College Road, Crosby, Liverpool L23 0RN
- 13 1/1a Charles Berrington Road, Liverpool L15 9HG
- 29 46 Silvester Street, Liverpool L5 8SG
- 52 75 & 75a Lisburn Lane, Liverpool L13 9AF

Vacant Commercial

- 14 The Pacific, 476 Price Street, Birkenhead, Merseyside. CH41 8BQ
- 20 Sidings Lane, Liverpool L33 4YD
- 25 705 Ormskirk Road, Wigan, Lancashire WN5 8AQ
- 28 323-325 Prescott Road, Old Swan, Liverpool L13 3BS
- 32 9 Utting Avenue, Liverpool L4 7UN
- 41 149/151 Marsh House Lane, Warrington WA1 3QZ
- 47 62 Regent Road, Kirkdale, Liverpool L5 9SY
- 49 1a Helena Street, Liverpool L9 1BH
- 51 3-5 Larkhill Place, Liverpool L13 9BS
- 54 315 Breck Road/1a Oakfield Road, Everton, Liverpool L5 6PU

Redevelopment Opportunity

- 70 Land To The North Side Of Brookside, West Derby, Liverpool L12 0BA

Mixed Use

- 57 173-173A Smithdown Road, Liverpool L15 2HD

Development Land

- 11 Land At 12-14 Marlborough Road, Tuebrook, Liverpool L13 8AX
- 36 Land At 24-34 Enderby Avenue, St. Helens, Merseyside WA11 9JN
- 38 Land At Stanhope Street, Liverpool L1 5RE
- 58 Land Adjacent To 28 Bigdale Drive, Liverpool L33 6XJ

Vacant Land

- 62-68 Plots 1-5 & 11-12, To The South Of 30 High Street, Denbigh, Clwyd. LL16 3RY

Commercial Investment

- 7 149-151 Allerton Road, Mossley Hill, Liverpool L18 2DD
- 10 60/64 Liverpool Road, Crosby, Liverpool L23 5SJ
- 23 106-110 Queens Drive, West Derby, Liverpool L13 0AJ
- 26 73/73a City Road, Walton, Liverpool L4 5UW
- 30 8/8a Lawrence Road, Liverpool L15 0EG
- 39 Units 41-48 Bank Quay Trading Estate, Slutchers Lane, Warrington WA1 1PJ
- 42 26 Stanley Road, Bootle, Merseyside L20 2AA
- 43 85/86 Melrose Road, Kirkdale, Liverpool L4 1RP
- 48 371-375 Borough Road, Birkenhead, Merseyside. CH42 0HA
- 53 Bird In Hand, 942 London Road, Stoke-on-trent. ST4 5NX
- 55 5 Woodlands Square & 3 Healy Close, Liverpool L27 5RZ

Flat Conversion

- 21 120 Princes Road, Liverpool L8 2UL

Public Houses/Restaurants

- 37 The Medlock Hotel, Rumney Road, Liverpool L4 1UB

Additional Auction Services



Legal Documents

Legal documents for our lots are now or will be available online. Follow the link on our website and you will be able to download the legal documents via the Auction Passport Registration website.



On-Line Live

Visit www.eigroup.co.uk and select 'Online Auctions'. Choose the auction and then 'Viewing Gallery'. You will see details of the lot being offered and can watch the bidding as it happens.
It is not possible to bid using this service.

**FOR
SALE**

138 Edge Lane, Liverpool, L7 5NA



**For Sale By Private Treaty
Offers Invited**

Guide Price £200,000

- Residential Investment
- 6 Self Contained Flats
- Fully Let Producing
£28,512pa

**FOR
SALE**

7 Queens Road, Birkenhead CH42 1QY



**For Sale By Private Treaty
Offers Invited**

Guide Price £155,000

- Residential Investment
- 4 Self Contained Flats
- Fully Let Producing
£19,440pa

All enquiries
James Kersh MRICS, BSc (Hons)
james@suttonkersh.co.uk
Tel: 0151 207 6315

SuttonKersh

Auctioneer's pre-sale announcements

- 1 The auctioneer will offer all lots in the order as shown in the catalogue.
- 2 An addendum to the catalogue and Conditions of Sale is currently available for distribution in the auction room.
- 3 This addendum is an important document providing updates and corrections to the auction catalogue.
- 4 Sutton Kersh will always endeavour to inform prospective purchasers of changes that may have taken place after the catalogue was printed when such changes are brought to their attention.
- 5 Would prospective purchasers please ensure they have a copy of the auction catalogue and an addendum prior to bidding.
- 6 Prospective purchasers are deemed to have read the addendum whether they have done so or not.
- 7 You are bidding on the basis that you have checked the General Conditions of Sale, which are detailed at the back of the catalogue, and the Special Conditions of Sale relating to each individual lot.
- 8 The Special Conditions of Sale together with the title documentation have been available for inspection at the auctioneer's office in the immediate period leading up to auction date.
- 9 You are bidding on the basis that you have made all necessary enquiries, particularly in respect of lots the auctioneer has not inspected or had initial sight of tenancy details, and have checked the General and Special Conditions of Sale and are satisfied that you fully understand their content.
- 10 If you have a question in respect of any of the lots within the catalogue would you please ask one of the Sutton Kersh representatives who will attempt to answer your question during the auction. The auctioneer will not answer any questions whilst the auction is proceeding.
- 11 Guide Prices shown in the catalogue are merely an approximation and the auctioneer's opinion only. They should not be regarded as anything more.
- 12 The auctioneer will not describe each individual property in detail or elaborate on its features or finer points. He will merely state the address, lot number and a very brief description.
- 13 Please remember it is the bidder's duty to attract the auctioneer's attention.
- 14 Please bid clearly and do not delay.
- 15 At the fall of the hammer the successful bidder will be in a binding contract of sale. At this point, an auction runner will come to your place of bidding, take your name and address and details of your solicitor and will lead you to one of the contract tables in the auction room. Identification details (details of which are available from Sutton Kersh staff) will be required from you. Please make sure that you have the required documentation readily available. If in doubt, please contact James Kersh prior to bidding.
You will then be invited to sign the Memorandum or Contract of Sale and provide a 10% deposit cheque subject to a minimum of £2,000 whichever is the greater. Please note we will not accept cash deposits under any circumstances.
- 16 We only accept deposit cheques on the basis that there are adequate funds in the account on which the cheque is drawn. We reserve the right to take any action as appropriate against a purchaser whose cheque is not honored on first presentation.
- 17 A successful purchaser will also be required to pay a Buyer's Administration charge of £400 plus VAT by cheque made payable to Sutton Kersh.
- 18 Completion of the sale and payment of the balance of the purchase money is 28 days after the auction unless the conditions of sale provide otherwise.
- 19 Unless otherwise stated all property is sold subject to a reserve price whether declared or not.
- 20 Please note that purchasers will not be entitled to keys or access to properties until completion of the sale. If access is required it may be arranged through the auctioneers with the express permission of the vendor.
- 21 Sutton Kersh hold regular property auctions throughout the year.
- 22 Sutton Kersh operate a substantial dedicated mailing list free of charge to applicants. If you wish to be placed on the mailing list, please give your details to one of our representatives.

Property? We do the lot.

Estate Agents

Allerton /South Liverpool

Tel: 0151 734 0666
Fax: 0151 734 4504
allerton@suttonkersh.co.uk
40/42 Allerton Road
Liverpool L18 1LN

City Centre

Tel: 0151 236 2332
Fax: 0151 236 3755
citycentre@suttonkersh.co.uk
30-32 Exchange Street East
Liverpool L2 3PQ

West Derby/Central Liverpool

Tel: 0151 256 7837
Fax: 0151 226 1349
westderby@suttonkersh.co.uk
18 West Derby Village
Liverpool L12 5HW

Auctions

Tel: 0151 207 6315
Fax: 0151 207 6316
auctions@suttonkersh.co.uk
2 Cotton Street
Liverpool L3 7DY

Commercial and Professional Services

Commercial
Tel: 0151 207 9339
Fax: 0151 207 9449
commercial@suttonkersh.co.uk
2 Cotton Street
Liverpool L3 7DY

Surveys & Valuations

2 Cotton Street
Liverpool L3 7DY
Tel: 0151 207 9966
Fax: 0151 207 9933
exchange@suttonkersh.co.uk

Building Surveying

Tel: 0151 207 9966
Fax: 0151 207 9933
exchange@suttonkersh.co.uk
2 Cotton Street
Liverpool L3 7DY

Mortgages

Tel: 0151 280 0407
Fax: 0151 734 4504
mortgages@suttonkersh.co.uk
40-42 Allerton Road
Liverpool L18 1LN

Lettings & Property Management

Tel: 0151 207 5923
Fax: 0151 207 6316
lettings@suttonkersh.co.uk
6 Cotton Street
Liverpool L3 7DY



LOT

1

36 Greenbank Road, Liverpool L18 1HN
VACANT RESIDENTIAL

Guide Price **£125,000 +**



Not to scale. For identification purposes only

A vacant 4 bedroomed middle terraced property benefiting from double glazing and central heating. Following refurbishment the property would be suitable for occupation or student investment.

Outside

Yard to the rear

Situated

Fronting Greenbank Road in a sought after location within walking distance to Greenbank Park, local amenities and a short distance to the popular Allerton Road and Sefton Park.

Ground Floor

Vestibule, hall, communal lounge, 1 letting room, morning room and kitchen

First Floor

4 Letting Rooms, Bathroom/WC

LOT

2

7 Colwell Road, Liverpool L14 8XY
VACANT RESIDENTIAL

Guide Price **£30,000–£35,000**



Not to scale. For identification purposes only

A 3 bedroomed end town house benefiting from double glazing, central heating, front and rear gardens and off road parking.

Outside

Gardens to the front and rear.
 Driveway.

Situated

Just off Princess Drive within easy access to local amenities and schooling and approximately 5 miles from Liverpool City Centre.

Ground Floor

Lounge, Kitchen, Bathroom/WC

First Floor

3 bedrooms.

LOT
3

4 Marquis Street, Birkenhead, Merseyside CH41 9DU

VACANT RESIDENTIAL

Guide Price **£30,000–£35,000**



Not to scale. For identification purposes only

A 2 bedrooom mid town house benefiting from double glazing and gardens to the front and rear. Following upgrading and modernisation the property would be suitable for occupation or investment purposes.

Situated

Off Church Road at its junction with Whetstone Lane in a popular residential location.

Ground Floor

Lounge, Dining room, Kitchen and Bathroom

First Floor

Two bedrooms

Outside

Gardens to the front and rear

Joint Agents



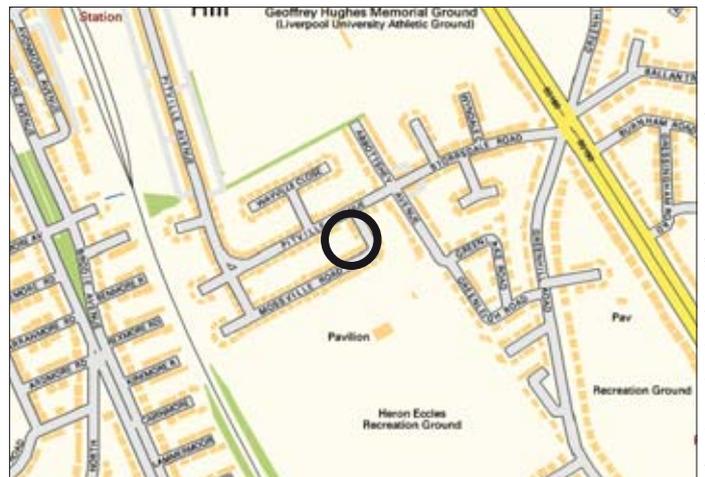
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LOT
4

65 Mossville Road, Liverpool L18 7JN

VACANT RESIDENTIAL

Guide Price **£90,000 +**



Not to scale. For identification purposes only

A 3 bedrooom modern semi detached property benefiting from central heating and double glazing. Following refurbishment the property would be suitable for occupation or investment purposes.

Situated

On the righthand side of Mossville Road when proceeding from Pitville Avenue close to the junction with Storrsdale Road in a much sought after residential location with easy

access to Rose Lane and Allerton Road amenities.

Ground Floor

Porch, Hall, Lounge/Dining Room, Kitchen.

First Floor

3 Bedrooms, Bathroom/WC

Outside

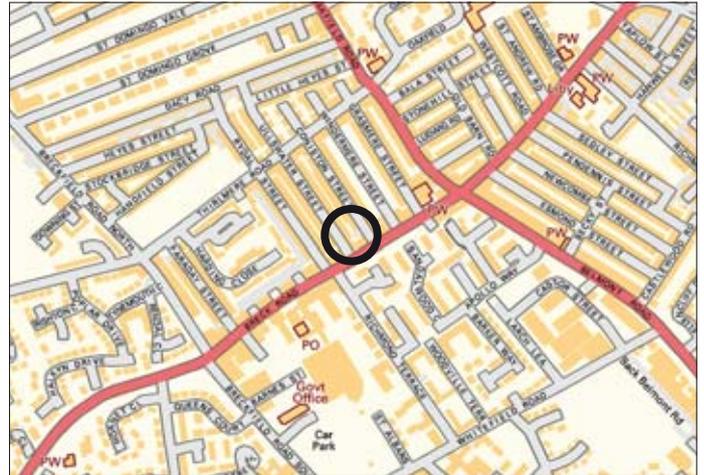
Front and Rear Gardens. Garage.

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LOT
5

5 Coniston Street, Liverpool L5 6QY VACANT RESIDENTIAL

Guide Price **£35,000 +**



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Not to scale. For identification purposes only

A 2 bedrooled mid terrace property benefiting from double glazing and central heating. Following minor refurbishment the property would be suitable for occupation or investment purposes.

Outside

Yard to rear.

Situated

Off Thirlmere Road and Breck Road in an established residential location within easy reach of local amenities and approximately 2.5 miles from Liverpool City Centre.

Ground Floor

Hall, Through Lounge, Living Room, Kitchen.

First Floor

2 Bedrooms, Bathroom/W.C.

LOT
6

95 College Road, Crosby, Liverpool L23 0RN RESIDENTIAL INVESTMENT

Guide Price **£40,000 +**



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Not to scale. For identification purposes only

A 2 bedrooled first floor purpose built apartment being sold subject to a Regulated Tenancy at a nil rent. The property benefits from double glazing and a private rear garden.

Outside

Private Rear Garden. Front communal gardens.

Situated

Fronting College Road in a sought after location within easy reach of local amenities and approximately 6 miles north of Liverpool City Centre.

Ground Floor

Private Entrance

First Floor

Flat – Hall, Lounge, Kitchen, Bathroom/WC, 2 Bedrooms.



A freehold bar/restaurant investment currently producing £30,000 per annum. The premises comprises a two storey mid terraced building providing a ground floor licensed bar and approximately 50 covers, rear kitchen and storage. The first floor provides office, storage, and male and female WC's. The entire premises are let to Allerton Road Bar and Restaurant in the personal names of the directors on a lease from 29th October 2010 and expiring on 30th December 2039. Please note that the tenants fixtures are excluded from the sale.

Situated

The premises is located fronting Allerton Road close to its junction with Green Lane approximately 4 miles south of Liverpool City Centre. Allerton Road district centre serves surrounding residential population of Mossley Hill, Childwall, Woolton and Allerton. The immediate surrounding area consists of a number of restaurant/bar/retail occupiers including Costa Coffee, Barclays Bank, Blockbuster, Iceland and Green Lane Pharmacy as can be seen in the attached plan.

Ground Floor

Bar/Restaurant Area: 105.6m² (1,137 sq.ft)
Kitchen: 16.96m² (182 sq.ft)

First Floor

Office Area: 41.58m² (448 sq.ft)
Toilets: 12.7m² (137 sq.ft)



Not to scale. For identification purposes only

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NO	PRESENT LEASE	ACCOMMODATION	LEASE TERM	CURRENT RENT	NEXT REVIEW/REVISION
149-151	Allerton Road Bar and Restaurant Ltd (lease in the names of the directors).	Ground Floor: Bar/Restaurant Area: 105.6m ² (1,137 sq.ft) First Floor: Office Area: 41.58m ² (448 sq.ft) Kitchen: 16.96m ² (182 sq.ft) Toilets: 12.7m ² (137 sq.ft)	From 29th October 2010 expiring on 30th December 2039. 3 Yearly rent reviews FR & I	£30,000 pa	30th September 2012
Current rent reserved				£30,000pa	

LOT

8

2 University Road, Bootle, Merseyside L20 3NF

VACANT RESIDENTIAL

Guide Price **£150,000 +**



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Not to scale. For identification purposes only

A double fronted three storey detached property converted to provide 5 self contained units. The property has recently undergone some major external building and repair works. All windows have been replaced with new wooden framed double glazing, roof repairs (inc new lead), gutters cleaned/replaced, entire mid-section (front left elevation) has been rebuilt, floor joist replaced between basement and ground level. Please note that all the flats are in need of complete internal refurbishment in order to be let out.

Situated

Off Balliol Road in the Bootle District approximately 4 miles north of Liverpool City Centre.

First Floor

FLATS 3 & 4 – Hall, Living Room, Kitchen, Bedroom, Bathroom/W.C.

Second Floor

FLAT 3 – Hall, Living Room, Kitchen, 3 Bedrooms, Bathroom/W.C.

Ground Floor

Main Entrance Hallway FLATS 1 & 2 – Hall, Living Room, Kitchen, Bedroom, Bathroom/W.C.

Outside

Rear Yard.

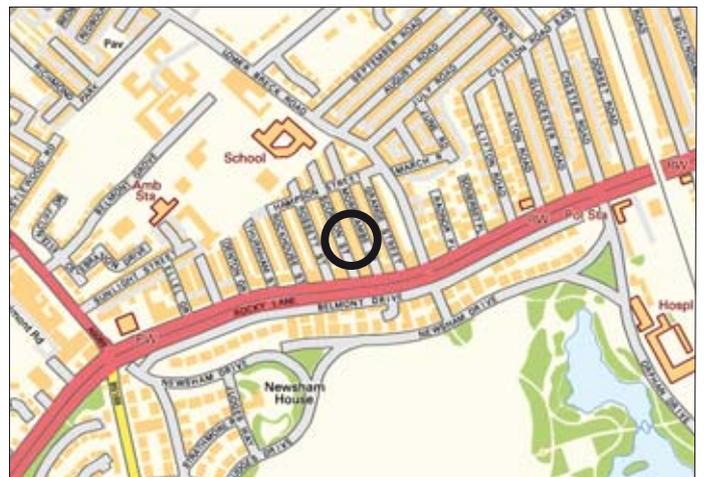
LOT

9

37 Morecambe Street, Liverpool L6 4AU

VACANT RESIDENTIAL

Guide Price **£30,000 +**



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Not to scale. For identification purposes only

A vacant 2 bedroomed middle terraced property suitable for investment purposes following repair and modernisation.

Situated

Off Rocky Lane in a popular and well established residential location within easy access to Tuebrook amenities and approximately 3 miles from Liverpool City Centre.

Ground Floor

Through Lounge, Kitchen, Bathroom/WC

First Floor

2 Bedrooms.

Outside

Yard to the rear.



A substantial double fronted three storey end terraced building with rear two storey outrigger and an additional single storey extension with a covered store and car parking. Both properties are fully let well established ground floor retail premises with self contained access leading to a number of self contained office suites with a current approximate income of £36,600 per annum.

Situated

Fronting Liverpool Road on the outskirts of Crosby Town Centre approximately 6 miles from Liverpool City Centre and 12 miles from Southport. Crosby provides well established town centre retailing location with good transport links, towns and cities within the North West and beyond.

Lease / Tenancy

Information will be available in the legal pack.

Ground Floor

Glenn's Mobility producing £14,400 per annum Independent Financial Advisors are currently in the process of signing a new lease for £5,040 per annum.

Self Contained Office Occupiers

S J Redfern	£4,200pa
Off Shore Painting	£1,800pa
Intermain	£1,680pa
Antony McClement	£1,440pa
Merseyside Heating & Plumbing	£3,000pa
One Project	£3,240 pa
Elizabeth Jacklin	£1,800pa
Total Approximate Income	£36,600pa.



Not to scale. For identification purposes only

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LOT
11

Land At 12-14 Marlborough Road, Tuebrook, Liverpool L13 8AX

DEVELOPMENT LAND

Guide Price **£135,000 +**



Not to scale. For identification purposes only

A cleared site offered with the benefit of full planning Permission to erect 3 storey premises comprising of 7 x 2 bedroomed flats with associated car parking and landscaping. The development comprises a plot of land approximately 747.12 sqm (8,042sqft).

Situated

The site fronts Marlborough Road which is off West Derby Road in a well established residential area within easy reach of Tuebrook Amenities and approximately 3 miles from Liverpool City Centre.

Note

Plans are available for inspection at the auctioneers offices.

LOT
12

6a Duke Street, Waterloo, Liverpool L22 8QU

VACANT RESIDENTIAL

Guide Price **£70,000 +**



Not to scale. For identification purposes only

A vacant 2 bedroomed detached character cottage suitable for occupation or investment purposes. The property benefits from double glazing and gardens front & rear. The property also benefits from an advertising hoarding producing £125.00 every 2 months.

Situated

Off Mount Pleasant Road in a sought after location within walking distance to Waterloo amenities, schooling, Waterloo Train Station

and approximately 4 miles from Liverpool City Centre.

Ground Floor

Lounge, w.c., Kitchen, Shower.

First Floor

2 Bedrooms.

Outside

Gardens Front, Side & Rear.

LOT
13

1/1a Charles Berrington Road, Liverpool L15 9HG
RESIDENTIAL INVESTMENT

Guide Price **£95,000 +**



SOLD PRIOR

A two storey end of terrace property converted to provide 2x1 bed roomed self contained flats. Both are currently let by way of Assured Shorthold Tenancies producing an annual rental income of £6660.00.

Situated

Fronting Charles Berrington Road on the corner of Heathfield Road in a very popular residential location within walking distance to Allerton Road amenities.

Ground Floor

Flat 1 – Hall, Lounge, Dining Room, Kitchen, Bathroom/W.C. Bedroom.

First Floor

Flat 1A – Hall, Kitchen, Bathroom/WC, Bedroom, Lounge.

Not to scale. For identification purposes only

Outside

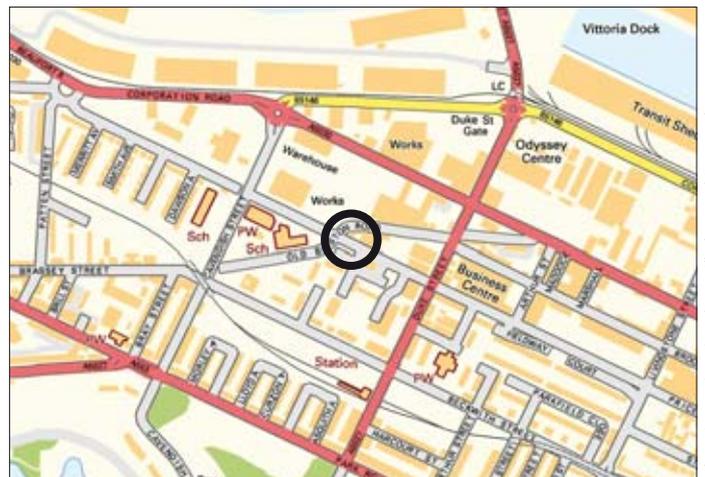
Yard to the rear.

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LOT
14

The Pacific, 476 Price Street, Birkenhead, Merseyside CH41 8BQ
VACANT COMMERCIAL

Guide Price **£50,000–£60,000**



A two storey detached former public house together with a 3 bed roomed flat above. The property would be suitable for a variety of uses, subject to the relevant planning consents. The property benefits from electric steel roller shutters, double glazing and central heating.

Situated

Fronting Price Street on the corner of Old Bidston Road in an established location and a short distance of the future development by Peel Holdings.

Ground Floor

Public House – Main Bar Area, Ladies & Gents WC's, Storage Room. Beer Cellar.

Not to scale. For identification purposes only

First Floor

Flat – Hall, Lounge, Kitchen, Bathroom/WC, 3 Bedrooms.

Second Floor

Attic Room.

Outside

Rear Yard, Shed.

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LOT
15

27 Morecambe Street, Liverpool L6 4AU
VACANT RESIDENTIAL

Guide Price **£30,000 +**



Not to scale. For identification purposes only

A vacant 2 bedroomed middle terraced property suitable for investment purposes following repair and modernisation. The property benefits from double glazing.

Outside

Yard to the rear.

Situated

Off Rocky Lane in a popular and well established residential location within easy access to Tuebrook amenities and approximately 3 miles from Liverpool City Centre.

Ground Floor

Through Lounge, Kitchen, Bathroom/WC

First Floor

2 Bedrooms.

LOT
16

234 Liverpool Road, Widnes, Cheshire WA8 7HX
VACANT RESIDENTIAL

Guide Price **£65,000 +**



Not to scale. For identification purposes only

A modern 3 bedroomed detached property suitable for immediate occupation or investment. The property benefits from double glazing, central heating and off road parking.

Outside

Driveway and Gardens Front & Rear.

Situated

Just set back off Liverpool Road, behind the Post Office, at it's junction with Prescot Road in a popular residential location.

Ground Floor

Kitchen/Diner, Conservatory, Lounge.

First Floor

3 Bedrooms, Bathroom/WC.

LOT
17

293a Warbreck Moor, Liverpool L9 0HX
VACANT RESIDENTIAL

Guide Price **£30,000–£35,000**



Not to scale. For identification purposes only

A vacant 2 bedroomed property benefiting from double glazing, central heating and rear garden. Following refurbishment the property would be suitable for investment purposes.

Outside

Private rear garden.

Situated

Fronting Warbreck Moor at its junction with Copy Lane in a popular residential location within walking distance to Aintree Racecourse and local amenities.

Ground Floor

Kitchen, Lounge.

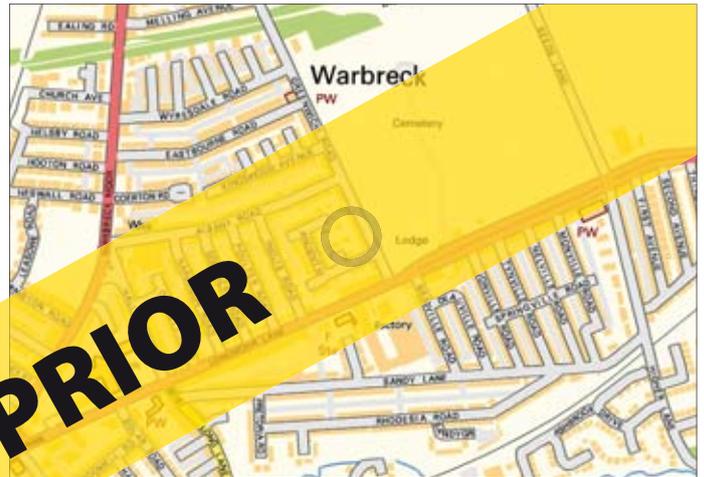
First Floor

2 Bedrooms, Bathroom/W.C.

LOT
18

27 Greenwich Road, Liverpool L9 0HR
VACANT RESIDENTIAL

Guide Price **£30,000–£35,000**



Not to scale. For identification purposes only

A vacant 3 bedroomed middle terraced property benefiting from partial double glazing and central heating. Following refurbishment and modernisation the property would be suitable for occupation or investment purposes.

Outside

Yard to the rear.

Situated

Fronting Greenwich Road just off Longmoor Lane in a very popular residential location within easy access to local amenities and schooling.

Ground Floor

Hall, 2 Reception Rooms, Kitchen, Bathroom/WC

First Floor

3 Bedrooms.

LOT
19

28 Ullet Road, Sefton Park, Liverpool L8 3SR

VACANT RESIDENTIAL

Guide Price **£300,000–£350,000**



A substantial three storey detached Victorian mansion house offering versatile accommodation with possible conversion into an investment property, as this has been used previously as multiple occupation. The property offers opportunity to convert into 4 self contained flats following refurbishment, all the services are readily available for such conversion. The property benefits from partial double glazing, full gas central heating, alarm system and electric wiring has recently been overhauled. To the outside there is parking for several cars and large area to the rear suitable for a garden and a cellar accessible from outside.

Situated

Fronting Ullet Road on the corner of Albert Park on the fringe of Princes Park and within walking distance to Sefton Park and the popular Lark Lane in a sought after location.

Cellar Room – 1 room

Ground Floor – Main Entrance Hallway, Living Room, Lounge, 2 bedrooms, bathroom/WC, Study room, utility room, shower/WC.

First Floor

To the left hand side :- Hall, lounge, bedroom, bathroom/WC with walk in shower room. To the right hand side :- Hall, 2 Bedrooms, open plan lounge/kitchen and bathroom/WC

Second Floor

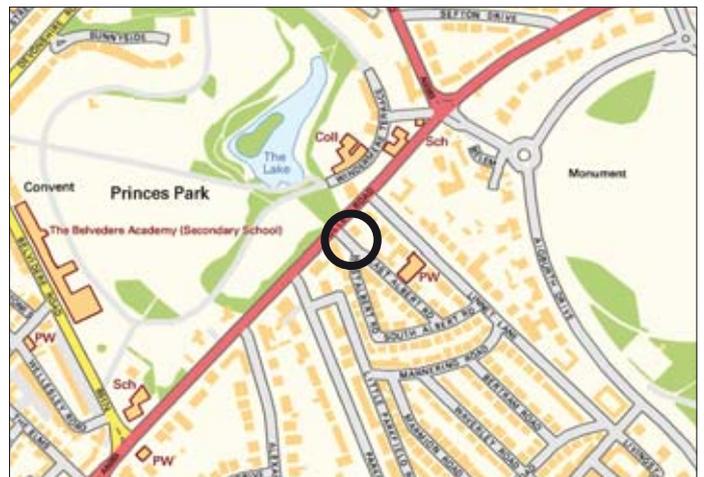
Hall, 2 Bedrooms (1 ensuite shower room), Open Plan Lounge/ Kitchen, Bathroom/WC

Outside

Extensive car parking and garden areas.

Joint Agents

GVA Grimley



Not to scale. For identification purposes only

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LOT
20

Sidings Lane, Liverpool L33 4YD
VACANT COMMERCIAL

Guide Price **£50,000+**



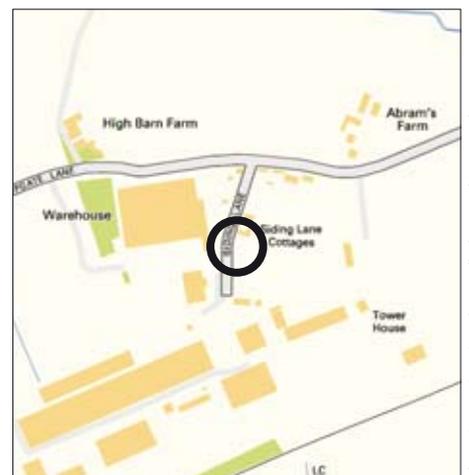
A vacant freehold factory/refrigeration unit. The property comprises a detached single storey industrial/refrigeration unit with two storey office accommodation, located within an enclosed yard, with a total gross internal area of 974.52 sqm (10,490 sq ft) on a site of 1.04 acres.

Situated

The premises are situated along Siding Lane, accessed off Stopgate Lane in a predominately rural area, located some 2 miles to the North of Knowsley Industrial park. Access to the East Lancashire Road (A580) and Junction 5 of the M57 Motorway is a short distance away.

Accommodation

Internally the main unit comprises an insulated warehouse, currently divided into numerous working areas and storage facilities with loading bays around the perimeter of the building. The office accommodation provides a series of private offices and meeting rooms. The premises are in need of some modernisation. Total GIA - 974.52 sqm (10,490 sqft)



Not to scale. For identification purposes only

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LOT
21

120 Princes Road, Liverpool L8 2UL FLAT CONVERSION

Guide Price **£90,000 +**



Not to scale. For identification purposes only

A vacant three storey 4 bedroomed middle terraced property in need of a full refurbishment scheme. The property benefits from planning permission to converted the existing into 4 self contained flats together with parking for 2 cars. The property benefits from gardens.

Situated

Fronting Princes Road within close proximity to Princes Park and approximately 2 miles from Liverpool City Centre.

Basement

Not inspected

Ground Floor

Hall, 2 Reception Rooms, Kitchen.

First Floor

2 Bedrooms, Bathroom/W.C

Second Floor

2 Bedrooms. 2 Attic Rooms above.

Outside

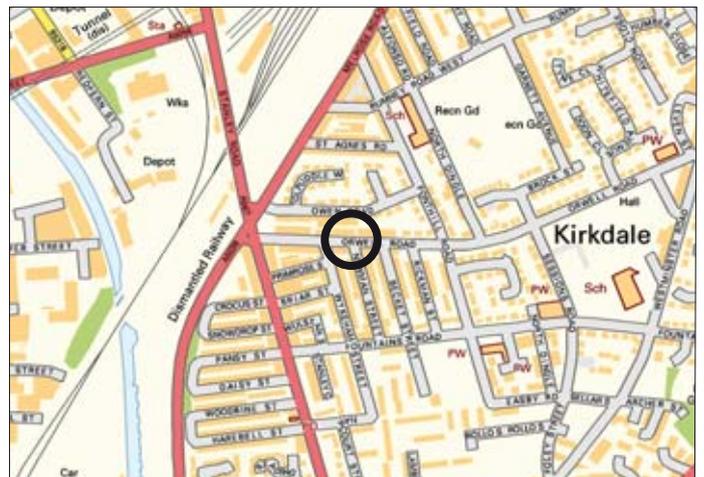
Gardens front and rear.

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LOT
22

53 Orwell Road, Liverpool L4 1RG VACANT RESIDENTIAL

Guide Price **£20,000–£25,000**



Not to scale. For identification purposes only

A vacant 3 bedroomed end terraced property benefitting from double glazing and central heating.

Situated

Just off Stanley Road in a popular residential location within easy access to local amenities and approximately 3 miles from Liverpool City Centre.

Ground Floor

Hall, Through Lounge, Kitchen

First Floor

3 Bedrooms, Bathroom/W.C.

Outside

Yard to the rear.

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LOT
23

106-110 Queens Drive, West Derby, Liverpool L13 0AJ
COMMERCIAL INVESTMENT

Guide Price **£20,000 +**



A retail investment currently producing £7,500pa. (No 110) The property comprises two ground floor retail units with flats above. 110 Queens Drive is let whilst 106 & 108 have been fire damaged, and is in need of repair and modernisation.

Situated

The property is situated on Queens Drive (A5058) close to its junction with Larkhill Place, Queens Drive is a busy arterial route which links the M62 to both the north and south sides of the city. The property is located in a parade of local retailers.

Lease

110 Queens Drive is let for a term of 15 years from 1st June 2002 at a rent of £7,500pa. FR&I terms with 5 yearly rent reviews.

Tenure

110 Queens Drive held long leasehold for a term of 99 years from 31st August 1922 at a peppercorn rent. 106 Queens Drive held long leasehold for a term of 99 years from 30th December 1927.

Joint Agents



Not to scale. For identification purposes only

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NO	ACCOMMODATION
106/ 108	Ground floor shop First floor living accommodation (Fire damaged, not inspected)
110	Ground floor shop First floor flat (Not inspected)

LOT
24

92 Dorset Road, Anfield, Liverpool L6 4DX
VACANT RESIDENTIAL

Guide Price **£25,000–£30,000**



Not to scale. For identification purposes only

A two storey corner property which has been converted to provide 2 x 1 bedroomed flats. We are advised that the first floor flat is currently let by way of an Assured Shorthold Tenancy at a rental of £3854.28 per annum. The ground floor flat is vacant and requires refurbishment.

Situated
Off West Derby Road in the Tuebrook District within easy access to local amenities and approximately 3 miles from Liverpool City Centre.

Ground Floor
Flat – Hall, Lounge, Bathroom/W.C., Kitchen, Bedroom

First Floor
Flat – Hall, Lounge, Kitchen, Bathroom/WC, Bedroom.

Outside
Yard to the rear

LOT
25

705 Ormskirk Road, Wigan, Lancashire WN5 8AQ
VACANT COMMERCIAL

Guide Price **£35,000 +**



Not to scale. For identification purposes only

The property comprises a two storey mid terraced building consisting of a ground floor retail unit with storage and accommodation to the first floor.

Situated
The property is situated fronting Ormskirk Road within close proximity to Pemberton town centre which is situated approximately 2 miles west of Wigan town centre.

Ground Floor
Retail sales area and rear storage.

First Floor
Not inspected.

Outside
Rear yard.

LOT
26

73/73a City Road, Walton, Liverpool L4 5UW
COMMERCIAL INVESTMENT

Guide Price **£50,000–£60,000**



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A two storey mixed use corner property comprising of a ground floor retail unit together with a one bedroomed flat above. The retail unit is currently let by way of a 2 year Lease from the 16th July 2012 at a rental of £80.00 per week. The flat above is also currently let by way of an Assured Shorthold Tenancy at a rental of £85.00 per week inclusive of bills. The total annual rental income being in excess of £8000.00. The ground floor benefits from electric steel roller shutters and there is central heating.

Not to scale. For identification purposes only

Situated

Fronting City Road on the corner of Frodsham Street in an established location approximately 3 miles from Liverpool City Centre.

Cellar

Not inspected

Ground Floor

Shop – Main Sales Area, Kitchen, WC, Storage.

First Floor

Flat – Hall, Lounge, Kitchen, Bathroom/WC, Bedroom.

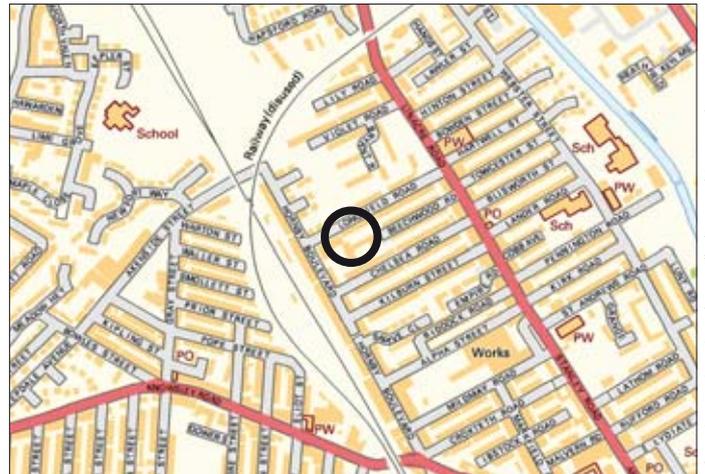
Outside

Storage.

LOT
27

69 Longfield Road, Liverpool L21 8LA
VACANT RESIDENTIAL

Guide Price **£40,000–£45,000**



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A 3 bedroomed mid terrace house in need of full refurbishment after which the property would be suitable for investment purposes. The property benefits from double glazing throughout and gas central heating.

Not to scale. For identification purposes only

First Floor

3 Bedrooms.

Outside

Yard to the Rear.

Situated

Off Linacre Road in an established residential location. Ideally situated to local amenities, including Bootle Strand shopping Centre and North Park Leisure Centre. Within close proximity to main transport routes

and walking distance of mainline train line.

Ground Floor

Through Lounge, Kitchen, Bathroom/WC.



A double fronted three storey end terraced property which until recently traded as a hair, beauty and barber training school. The ground floor has been fitted for this purpose and benefits from timber laminate flooring, three phase electricity, electric steel roller shutters and an alarm. To the first floor there is a combination of treatment rooms, offices and training rooms. The property would be suitable for a number of uses subject to the relevant consents and could possibly be put back to provide 2 retail units with flats above. The total net internal area is 2061 sq ft

Situated

Fronting Prescot Road (A57) on the corner of Cheadle Avenue approximately 3 miles east of Liverpool City Centre and a short distance from Old Swan.

Ground Floor

Reception/Salon with 10 stations, 2 Separate W.C.'s, Shower Room/W.C., rear wash room, Training Room. Net Internal Area 967 sq ft

First Floor

Landing, 2 Offices, W.C., Beauty Room, Rear Office, W.C. Kitchen. Net Internal Area 812 sq ft

Second Floor

2 Offices. 282 sq ft.

Outside

Garage.



Not to scale. For identification purposes only

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LOT
29

46 Silvester Street, Liverpool L5 8SG
RESIDENTIAL INVESTMENT

Guide Price **£40,000 +**



Not to scale. For identification purposes only

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A 3 bedrooomed mid terrace property currently let by way of an Assured Shorthold Tenancy at a rental of £6,000 per annum. The property benefits from double glazing and central heating and was in good order.

Situated

Off Vauxhall Road in an established location within easy reach of Liverpool City Centre.

First Floor

3 Bedrooms, Shower Room/WC.

Outside

Yard to the Rear.

Ground Floor

Hall, Through Living Room, Kitchen.

LOT
30

8/8a Lawrence Road, Liverpool L15 0EG
COMMERCIAL INVESTMENT

Guide Price **£90,000 +**



Not to scale. For identification purposes only

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A three storey middle terraced mixed use property comprising of a ground floor retail unit together with a 5 bedrooomed flat above suitable for students. The ground floor shop is currently let and trading as "5 Star Computer Services" and the upper floors are currently vacant. The potential total annual rental income is £16,608. The property was in good condition and benefits from central heating.

Situated

Fronting Lawrence Road between Langton Road/ Alderson Road on a busy main road position

approximately 3 miles from Liverpool City Centre.

Cellar

Not inspected.

Second Floor

3 Letting rooms.

Ground Floor

Shop – Main sales area, Rear room/ Kitchen. Flat – Hall, Kitchen, Utility room. (via a separate entrance)

Outside

Yard to the rear. W.C.

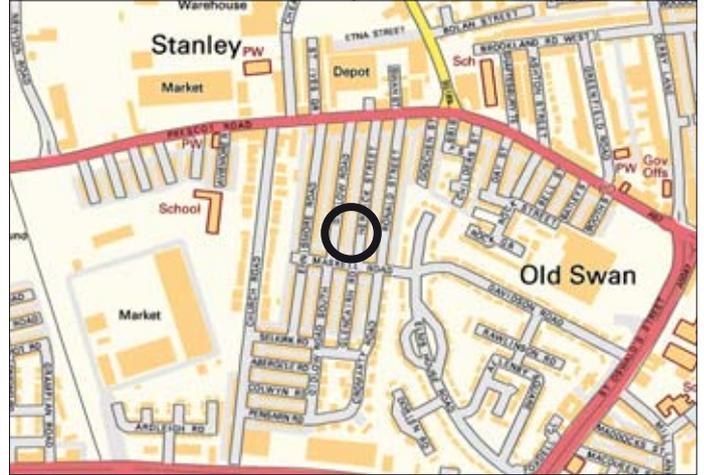
First Floor

Bathroom/W.C, 2 Letting rooms, Communal lounge.

LOT
31

72 Herrick Street, Liverpool L13 2AQ
VACANT RESIDENTIAL

Guide Price **£30,000–£35,000**



Not to scale. For identification purposes only

A vacant 2 bedroomed middle terraced property benefitting from double glazing. The property would be suitable for investment purposes following refurbishment.

Outside

Yard to the rear.

Situated

Off Prescott Road close to it's junction with Green Lane in a popular residential location approximately 3 miles from Liverpool City Centre.

Ground Floor

Front Living Room, Rear Living Room, Kitchen, Bathroom/WC

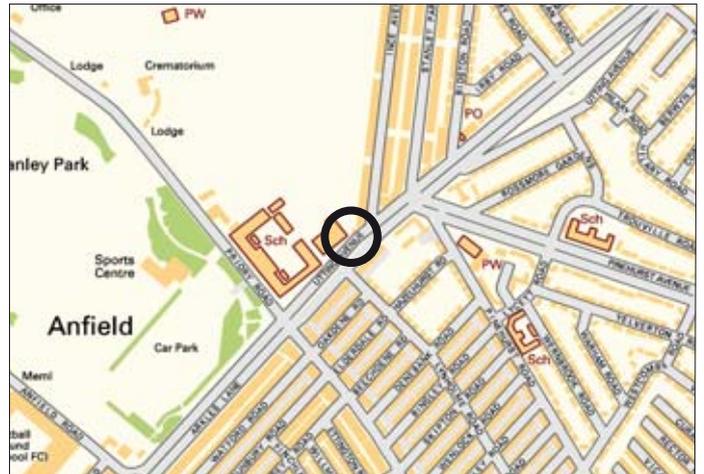
First Floor

2 Bedrooms.

LOT
32

9 Utting Avenue, Liverpool L4 7UN
VACANT COMMERCIAL

Guide Price **£35,000–£40,000**



Not to scale. For identification purposes only

A single storey retail unit which until recently traded as a café and is fitted out for this purpose. The property however, would be suitable for a number of uses subject to the relevant consents. The property benefits from electric steel roller shutters.

Situated

Fronting Utting Avenue on a busy main position within close proximity to Liverpool Football Club and Everton Football Club

approximately 3 miles from Liverpool City Centre.

Ground Floor

Main sales area, WC.

LOT
33

13 Waterland Lane, St. Helens, Merseyside WA9 3AF

VACANT RESIDENTIAL

Guide Price **£25,000–£30,000**



A vacant 2 bedroomed end of town house in need a full upgrade and refurbishment scheme. The property benefits from gardens.

Situated

Just off Fleet Lane in an established residential location.

Ground Floor

Lounge, Kitchen/Diner.

First Floor

2 Bedrooms, Bathroom.

Outside

Gardens front and rear.



Not to scale. For identification purposes only

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LOT
34

78A Hopwood Street, Liverpool L5 8SZ
VACANT RESIDENTIAL

Guide Price **£75,000+**



A vacant 3 bedroomed end town house benefiting from double glazing, front forecourt and paved driveway to the rear with space for 3 cars. The property is well presented and in immaculate condition, ready for immediate occupation or investment.

Situated

The property is situated off Vauxhall Road and is approximately 1 mile from Liverpool city centre.

Ground Floor

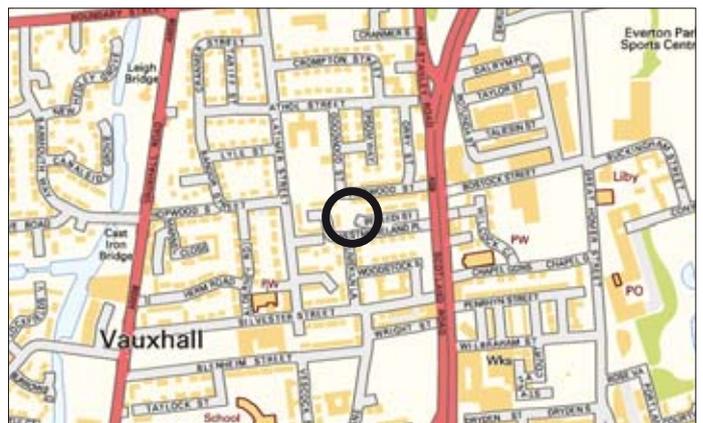
Living room, Kitchen/Diner, Bathroom/W.C.

First Floor

3 Bedrooms.

Outside

Front forecourt, rear town garden and driveway for 3 cars to the rear.



Not to scale. For identification purposes only

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LOT
35

4 Johnson Street, Southport, Merseyside. PR9 0BQ
VACANT RESIDENTIAL

Guide Price **£80,000 +**



Not to scale. For identification purposes only

A 2 bedroomed character detached cottage benefiting from double glazing, central heating and flagged driveway. Following modernisation the property would be suitable for occupation or investment purposes.

Outside

Cast Iron double gates, flagged Driveway providing off road parking for 2 cars. Enclosed Rear Yard. W.C.

Situated

off Leicester Street which in turn is off Lord Street Boulevard (A565) in a sought after location within close proximity to the Town Centre and the Promenade.

Ground Floor

Porch entrance, Lounge/Diner, Kitchen, Shower Room/W.C.

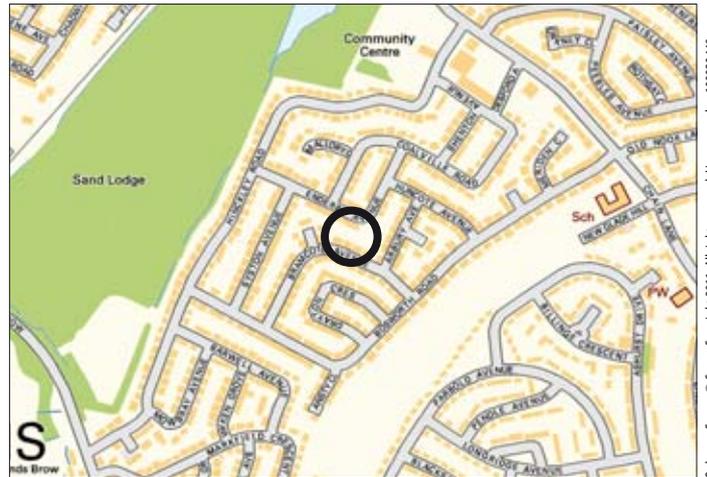
First Floor

Landing, 2 Bedrooms and WC

LOT
36

Land At 24-34 Enderby Avenue, St. Helens, Merseyside WA11 9JN
DEVELOPMENT LAND

Guide Price **£50,000 +**



Not to scale. For identification purposes only

A cleared site sold with the benefit of full planning permission to provide 4 no semi detached properties with garages. We believe all main services are available, however, potential purchasers should make their own enquiries.

Situated

Off Hinckley Road which in turn is off Islands Brow in an established residential location.

Plans

Plans are available for inspection at the Auctioneers Offices.



A substantial two storey detached property consisting of a ground floor public house together with a 5 bedroomed flat above via a separate entrance with potential to provide further accommodation on the second floor. The property is in good order and would be suitable for a number of uses, subject to the relevant consents. The property benefits from steel roller shutters, central heating, smoking shelter to rear and land to the side which would accommodate several cars. If the accommodation was fully developed the potential annual rental income when fully let could be in excess of £25,000.

Situated

Fronting Rumney Road in a densely populated residential area approximately 2 miles north each of the City Centre and within easy reach of Everton Football Club.

Cellar with modern cooling system

Ground Floor

Bar Area/Lounge with ladies and Gents WC's

First Floor

Accommodation via a separate entrance – Hall, Living Room, Kitchen, 5 Bedsits, Bathroom/WC, Separate WC.

Second Floor

Potential to provide a further 5 Rooms.

Outside

Beer Garden/Land to the side. Rear Covered Smoking Shelter.

Note

The property will be sold subject to VAT at 20%.



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LOT
38

Land At Stanhope Street, Liverpool L1 5RE DEVELOPMENT LAND

Guide Price **£50,000 +**



Freehold development land situated within Liverpool City Centre and extending to 87.5m² (942 sq.ft) with the benefit of planning permission for a five/part six storey dwelling house.

Situated

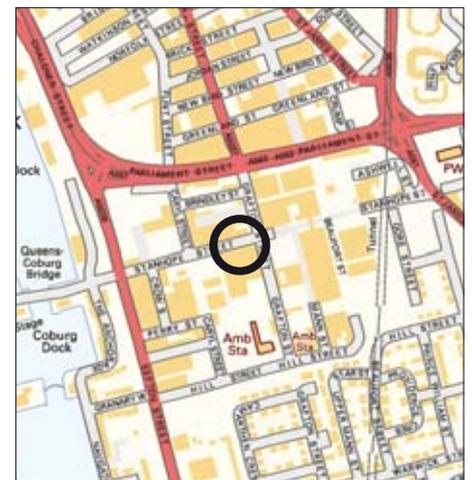
On the corner of Stanhope Street and Grafton Street, off Sefton Street and Upper Parliament Street within Liverpool City Centre. The immediate area is one of mixed use comprising both commercial premises, some houses, and new build apartments. The property is a short walk from the Riverfront.

Planning consent

planning permission for a five/part six storey dwelling house (application number 04F/1035) Plans are available for inspection in the auctioneers office.

Note

Photograph shows proposed development.



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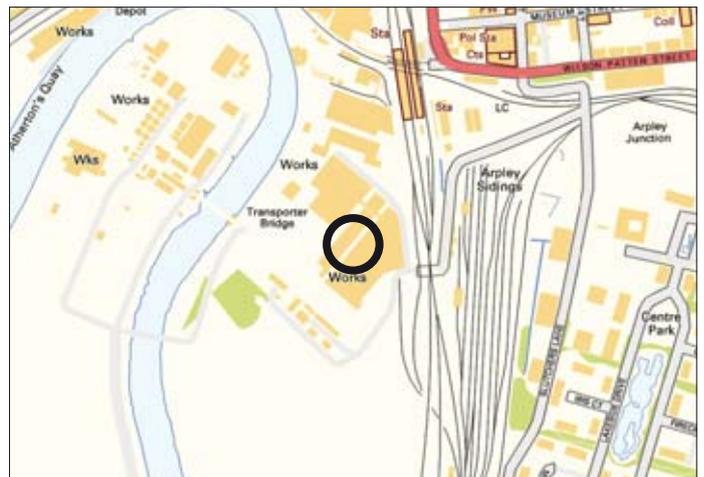


Industrial Investment producing producing £15,060pa. The property comprises a two storey detached property subdivided into a number of smaller workshops. The first floor is vacant. The property has a total GIA of 738 sqm (7,948 sq ft)

Situated

Slutchers Lane is located off the south side of Wilson Patten Street lies close to Warrington Town Centre. Public transport links include Warrington Rail Station, which lies to the north together with local bus services serving the surrounding vicinity.

Joint Agents



Not to scale. For identification purposes only

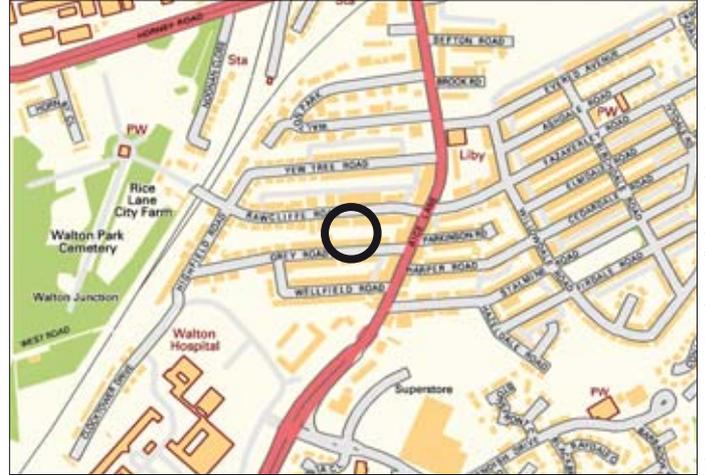
NO	ACCOMMODATION	OCCUPATION
Unit 41	67.94 sq m (731 sq ft)	Let to Car workshop/Garage – on a licence from 1st January 2007 at £3,000pa
Unit 42 & 43	42 -79.05sqm (850 sq ft) 43 – 78.81 sq m (848 sq ft)	Let to a Soil supplier At £8,460pa (we have not had sight of the agreement)
Unit 44	154.58 sq m (1,664 sq ft)	Let to a Car repair/ Spray workshop on a licence from 16th August 2006 at £3,600pa
Unit 45-48	45 -48.93 sqm (526 sq ft) 46 -107.37 sqm (1,155sqft) 47-48 202.53 sqm (2,174 sq ft)	Vacant

*Measurements taken from VOA prospective purchasers are advised to make their own enquiries.

LOT
40

31 Rawcliffe Road, Liverpool L9 1AN
VACANT RESIDENTIAL

Guide Price **£50,000 +**



Not to scale. For identification purposes only

A vacant 4 bedroomed three storey end terrace property benefitting from double glazing. Following refurbishment the property would be suitable for occupation or investment purposes.

Situated

Off Rice Lane in a popular and well established residential location approx 4 miles from Liverpool City Centre.

Ground Floor

Hall, front living room, rear room & kitchen

First Floor

3 bedrooms, bathroom/WC.

Second Floor

1 bedroom.

Outside

Yard to the rear.

On behalf of the Administrators

LOT
41

149/151 Marsh House Lane, Warrington WA1 3QZ
VACANT COMMERCIAL

Guide Price **£20,000–£25,000**



Not to scale. For identification purposes only

A vacant retail premises in need of repair and modernisation. The property comprises a brick built terraced property part single, part two storey comprising a ground floor retail unit with no access to the first floor.

Situated

The property fronts onto Marsh House Lane approximatley 1 mile east of Warrington Town Centre.

Ground Floor

Shop, Storage, Retail area to the rear GIA Area – 439 sq ft

Joint Agents



LOT
42

26 Stanley Road, Bootle, Merseyside L20 2AA
COMMERCIAL INVESTMENT

Guide Price **£30,000–£35,000**



A Retail Investment let to Sayers Confectioners Ltd producing £3,640pa. The property is arranged over ground and two upper floors to provide a ground floor shop and storage together with former residential accommodation on the upper floors.

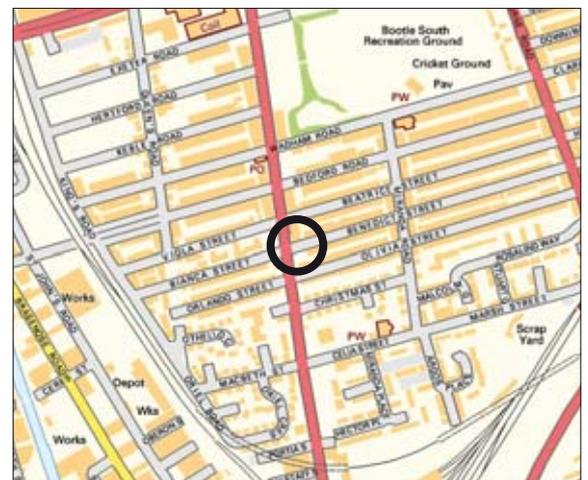
Situated

The property is situated on Stanley Road, a busy shopping street in the centre of Bootle.

Tenure

Long leasehold for a term of 999 years from 25th March 1964 at a ground rent of £4pa.

Joint Agents



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NO	PRESENT LESSEE	ACCOMMODATION	LEASE TERMS	CURRENT RENT	NEXT RENT REVIEW
26	Sayers Confectioners Ltd	Ground Floor sales – Sales/ storage / ancillary 50.16 sq m (540 sq ft)	10 years from 23rd March 2007 FR&I 5 yearly reviews	£3,640pa	23rd March 2012

LOT
43

85/86 Melrose Road, Kirkdale, Liverpool L4 1RP
COMMERCIAL INVESTMENT

Guide price **£100,000 +**



A substantially sized property consisting of a two storey terraced property providing a ground floor retail unit/office together with a 2 bedroomed flat above both of which have recently been refurbished. The flat is currently let by way of an Assured Shorthold Tenancy producing £5400.00 per annum. To the rear of the property there is a single storey office block which is also currently let by way of a 12 month Tenancy at a rental of £4800.00 per annum. There is also a large garage/workshop previously used as a Mechanic Workshop, a rear yard and spray booth. The property would be suitable in its current use or possible redevelopment for residential subject to the relevant planning consents.

Situated

On a busy main position fronting Melrose Road within close proximity to Local Amenities and approximately 3 miles from Liverpool City Centre.

Outside

Yard 418m² (4497.68 sq.ft)

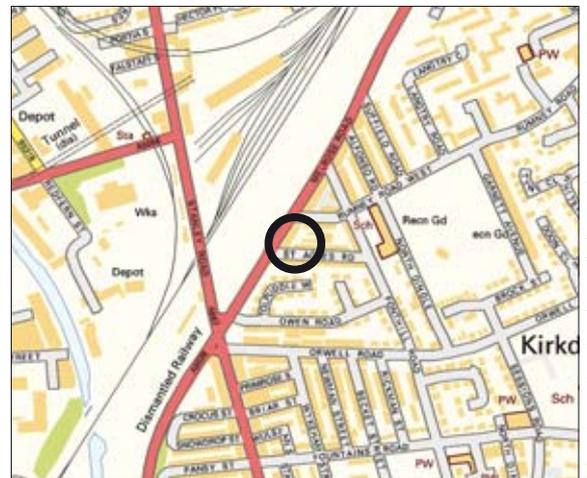
Ground Floor

Retail unit/Office – 2 Rooms, Kitchen, Bathroom/WC suitable for immediate occupation.

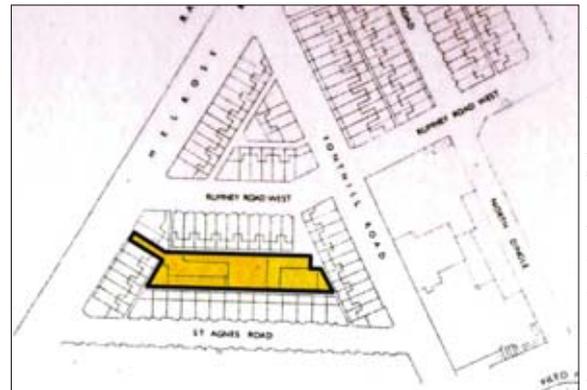
- Garage 1** 50.6m²
- Garage 2** 45m²
- Garage 3** including spray bay 41.5m²
- Storage area** 22.3m²
- Main Garage** 320m²
- Yard 2** 253m²

First Floor

Flat – Hall, Lounge, Kitchen, 2 Bedrooms, Bathroom/WC



Not to scale. For identification purposes only



Not to scale. For identification purposes only

LOT
44

25 Morecambe Street, Liverpool L6 4AU
VACANT RESIDENTIAL

Guide Price **£30,000 +**



A vacant 2 bedroomed middle terraced property suitable for investment purposes following repair and modernisation.

Situated

Off Rocky Lane in a popular and well established residential location within easy access to Tuebrook amenities and approximately 3 miles from Liverpool City Centre.

Ground Floor

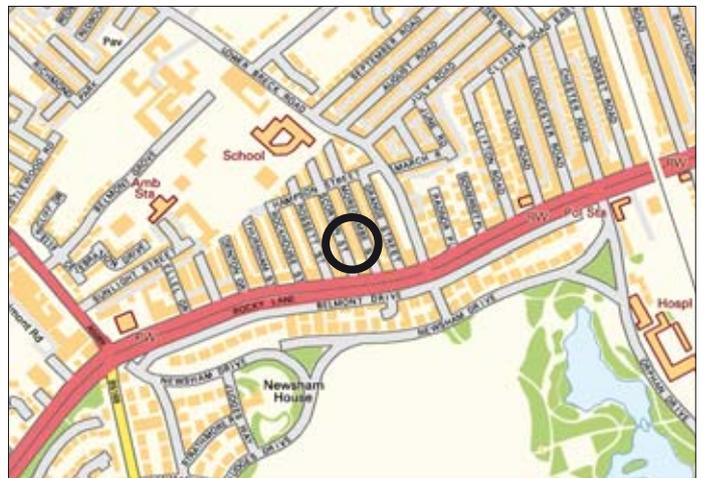
Through Lounge, Kitchen, Bathroom/WC

First Floor

2 Bedrooms.

Outside

Yard to the rear.



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LOT
45

35 Sedley Street, Liverpool L6 5AE
VACANT RESIDENTIAL

Guide Price **£25,000–£30,000**



A vacant 2 bedroomed middle terraced property benefiting from double glazing and central heating. Following renovation the property would be suitable for investment purposes.

Situated

Off Breck Road in an established location within easy reach of local amenities, schooling and approximately 3 miles from Liverpool City Centre.

Ground Floor

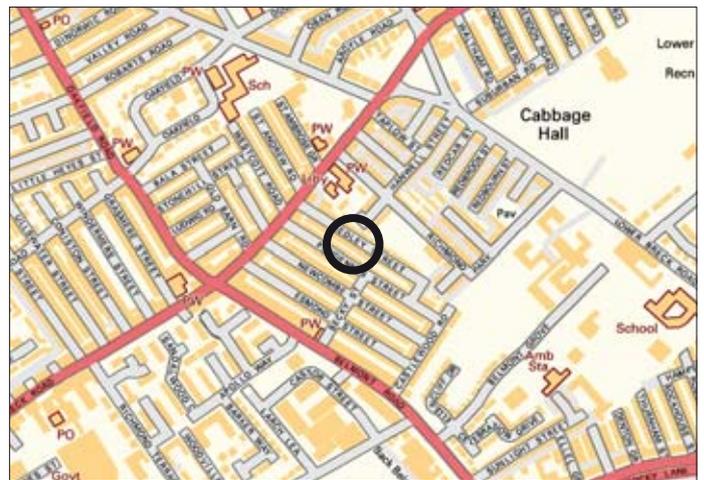
Through Lounge/Dining Room, Kitchen, Bathroom/WC

First Floor

2 Bedrooms.

Outside

Yard to the rear.



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LOT
46

1 Morecambe Street, Liverpool L6 4AU
VACANT RESIDENTIAL

Guide Price **£20,000–£25,000**



Not to scale. For identification purposes only

A 2 bed roomed terraced property suitable for investment purposes following repair and modernisation.

Situated

Off Rocky Lane in a popular residential location within easy access to local amenities, schooling and approximately 3 miles from Liverpool City Centre.

Ground Floor

Lounge, Kitchen, Bathroom/WC

First Floor

2 Bedrooms.

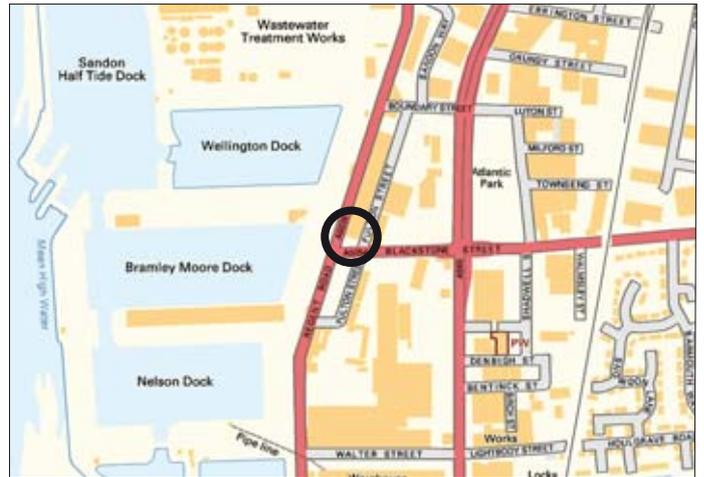
Outside

Yard to the rear.

LOT
47

62 Regent Road, Kirkdale, Liverpool L5 9SY
VACANT COMMERCIAL

Guide Price **£40,000 +**



Not to scale. For identification purposes only

A substantial three storey warehouse suitable for a number of uses, subject to the relevant consents. The property benefits from three phase electricity and all main services are available. The upper floors are in a derelict state of repair and require refurbishment.

Situated

Fronting Regent Road overlooking the Docks approximately 1 mile from Liverpool City Centre.

Ground Floor

Warehouse/Storage

First Floor/Second Floor

Derelict – Various Rooms – not inspected.

LOT
48

371-375 Borough Road, Birkenhead, Merseyside. CH42 0HA
COMMERCIAL INVESTMENT

Guide Price **£100,000 +**



The property consists of three adjoining and interconnecting two-storey terraced buildings. Internally the property comprises a large ground floor retail shop unit and self contained storage accommodation to the first floor, however, there is potential to convert this to provide 4 self contained apartments and drawings are available at the Auctioneers Offices. The premises are currently let to The Bankrupt Shop Limited by way of a new 10 year Full Repairing and Insuring Lease at a rental of £14,000 per annum.

Situated

The premises are prominently situated fronting Borough Road (A552) at its junction with Willmer Road, approximately 0.5 miles from Birkenhead town centre. The immediate surrounding area consist of residential terraced style housing and mixed use two-storey commercial premises. Nearby occupiers consist of predominately local sole traders including The Oriental Chef, News & Booze, and Frank Cavanagh Shoe Repairs.

Ground Floor

Lower Ground Floor Retail Sales Area
149m² (1067 sq.ft)
Upper Ground Floor Retail Sales Area
146m² (1577 sq.ft)
Storage
6m² (65 sq.ft)
Staffroom
5m² (57 sq.ft)
Total Ground Floor Area
306m² (3293 sq.ft)

First Floor

Storage
180m² (1944 sq.ft)



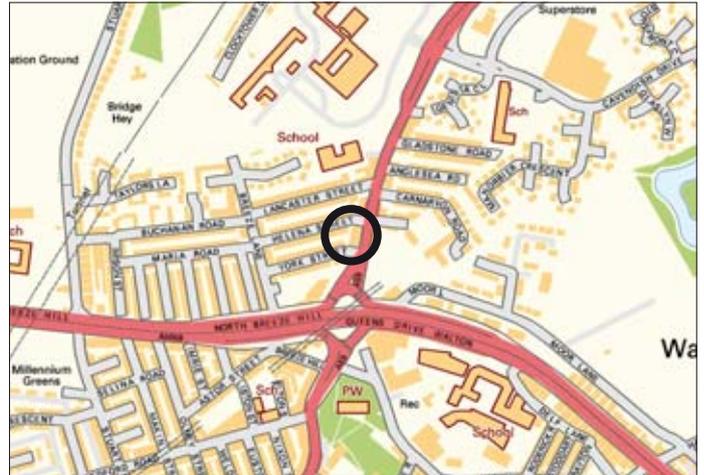
Not to scale. For identification purposes only

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LOT
49

1a Helena Street, Liverpool L9 1BH
VACANT COMMERCIAL

Guide Price **£35,000–£40,000**



Not to scale. For identification purposes only

A single storey high bay workshop building currently used as a vehicle valeting workshop. The property benefits from concrete flooring, electric strip lighting, security alarm system and external electric roller shutters. The property will be sold vacant possession.

Situated

Off Rice Lane close to Queens Drive Flyover and within easy access to local amenities and approximately 4 miles from Liverpool City Centre.

Ground Floor

Workshop

LOT
50

59 Winslow Street, Liverpool L4 4DH
VACANT RESIDENTIAL

Guide Price **£35,000–£40,000**



Not to scale. For identification purposes only

A 2 bedroom middle terraced property benefitting from double glazing and central heating. The property would be suitable for investment purposes.

Situated

Off Goodison Road and County Road in an established residential location within easy reach of local amenities, Everton Football Club and approximately 3 miles from Liverpool City Centre.

Ground Floor

Hall, 2 Reception Rooms, Kitchen.

First Floor

2 Bedrooms, Bathroom/W.C.

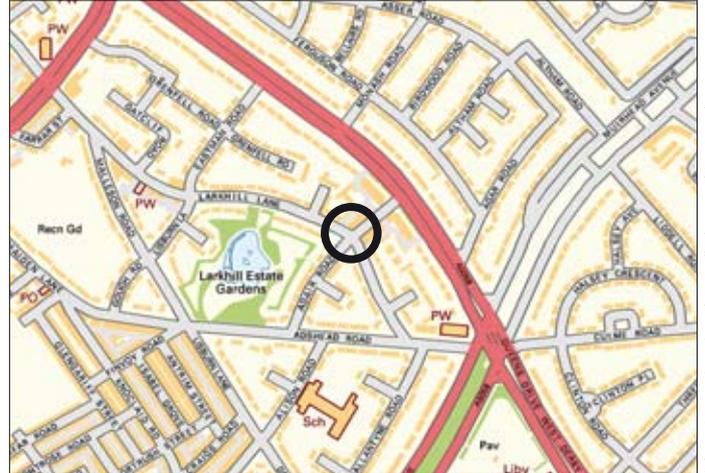
Outside

Yard to the rear.

LOT
51

3-5 Larkhill Place, Liverpool L13 9BS
VACANT COMMERCIAL

Guide Price **£30,000–£35,000**



Not to scale. For identification purposes only

A vacant 3 storey mid terraced property arranged as a ground floor shop together with a 5 bedroomed flat above. The property is in need of repair and modernisation.

Situated

The property is located close to the junction of Queens Drive and forms part of a small parade of shops.

First Floor

Living Room, Kitchen, Bedroom, Bathroom/W.C.

Second Floor

3 Bedrooms. Attic Room.

Ground Floor

Sales area and Store.

Outside

Rear Yard.

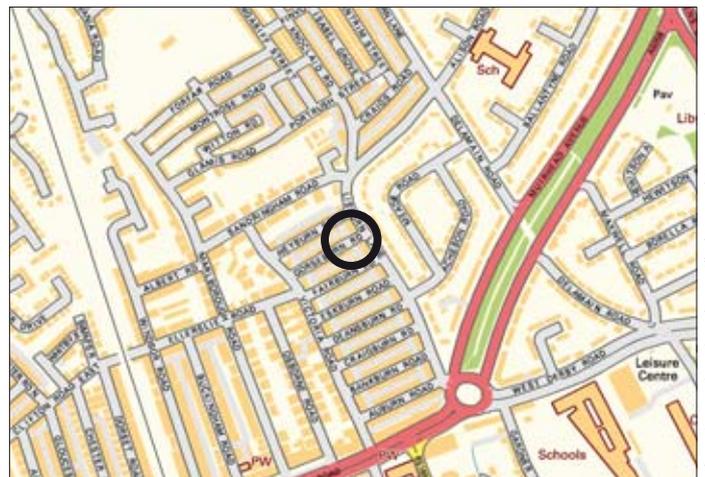
Note

We have not carried out an internal inspection on the property, all details have been supplied by the vendor.

LOT
52

75 & 75a Lisburn Lane, Liverpool L13 9AF
RESIDENTIAL INVESTMENT

Guide Price **£60,000–£65,000**



Not to scale. For identification purposes only

A mid terraced property converted to provide 2 x 1 bed roomed flats. The property has been fully refurbished to include double glazing and central heating. Both Flats are currently let on assured shorthold tenancies producing an annual rental income of £8640.00.

Situated

Fronting Lisburn Lane in a popular residential location within walking distance to Tuebrook amenities and approximately 3 miles from Liverpool City Centre.

Ground Floor

75 – Lounge, Kitchen, Bedroom, Shower/W.C.

First Floor

75a – Lounge, Kitchen, Bedroom, Shower/W.C.

Outside

Yard to the rear.



A two storey detached property of brick construction set beneath a pitched tile covered roof. To the rear the property has been extended by way of a single storey extension beneath a flat roof. The site extends to 0.8 acres. The property would be suitable for residential development, subject to the necessary consents.

Situated

The property is located fronting the B5041 close to it's junction with the A34 in the suburb of Trent Vale. The locality is predominantly residential in nature with some retail and light industrial also fronting the B road.

Basement

Beer cellar with stores.

Ground Floor

Traditional trading areas with a central bar serving to a public bar, lounge, snug and a function room which is located within the single storey extension. Customer toilets and partially equipped kitchen.

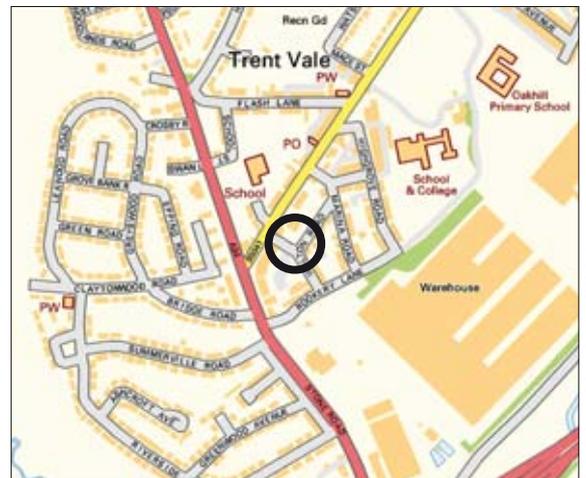
First Floor

Private accommodation providing three bedrooms, lounge, kitchen, dining room and bathroom with separate WC.

Outside

Car park to the front and side for approximately 40 vehicles. Former bowling green to the side and enclosed beer garden to the rear. Overall the site extends to circa 0.8 acres.

Joint Agents



Not to scale. For identification purposes only



Not to scale. For identification purposes only

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LOT
54

315 Breck Road/1a Oakfield Road, Everton, Liverpool L5 6PU

VACANT COMMERCIAL

Guide Price **£10,000–£15,000**



Not to scale. For identification purposes only

A three storey end of terrace mixed use property comprising of a ground floor retail unit together with a 2 bedroomed self contained flat above. The property is vacant and requires a full refurbishment and upgrade. The property is sold subject to a 99 year lease with 12 years remaining.

Situated

On the corner of Breck Road and Oakfield Road in a prominent position on a busy main road.

Ground Floor

Shop – Main sales area, Rear Room.

First Floor

Lounge, Dining Room, Kitchen, Bathroom/W.C.

Second Floor

2 Bedrooms.

Outside

Yard to the rear.

LOT
55

5 Woodlands Square & 3 Healy Close, Liverpool L27 5RZ

COMMERCIAL INVESTMENT

Guide Price **£55,000–£60,000**



Not to scale. For identification purposes only

A two storey mixed use property comprising of a ground floor retail unit together with a 2 bedroomed self contained flat above. The shop is currently vacant and suitable for a variety of uses and immediate occupation. To the first floor there is a 2 bedroomed flat which is currently let by way of an Assured Shorthold Tenancy at a rental of £3900.00 per annum. The property benefits from electric steel roller shutters, double glazing and central heating.

Situated

Fronting Woodlands Square within a parade of shops just off Wood Lane and within close proximity to Belle Vale Shopping Centre.

Ground Floor

Shop – Main Sales Area, Rear Room, WC.

First Floor

Flat – Hall, Lounge, Kitchen, Bathroom/WC, 2 Bedrooms.

LOT
56

10 Andrew Street, Liverpool L4 4DT
VACANT RESIDENTIAL

Guide Price **£30,000–£35,000**



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Not to scale. For identification purposes only

A vacant 2 bedroomed middle terrace property which has been fully refurbished to include new double glazing, central heating, modern kitchen, new carpeting and wooden flooring. The property would be suitable for immediate occupation or investment.

Situated

Off County Road in a popular and well established residential location within easy access to local amenities and approximately 2.5 miles from Liverpool City Centre.

Ground Floor

Hall, through lounge, kitchen and shower/WC

First Floor

Two bedrooms.

Second Floor

Attic bedroom

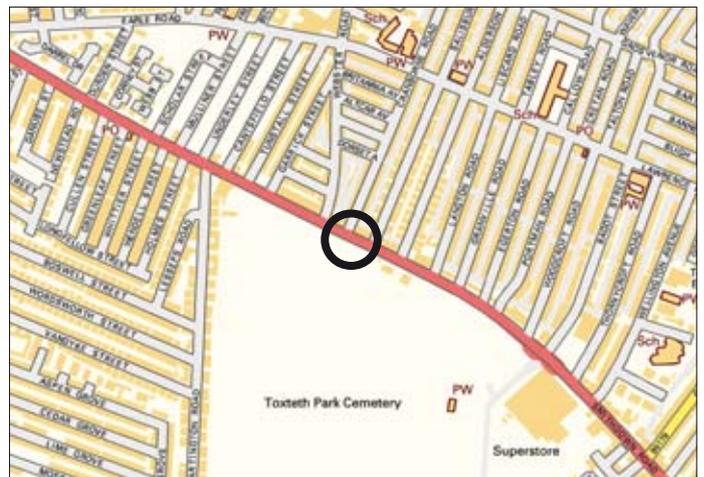
Outside

Yard to the rear

LOT
57

173-173A Smithdown Road, Liverpool L15 2HD
MIXED USE

Guide Price **£70,000+**



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Not to scale. For identification purposes only

A substantial three storey end terraced mixed use property with a two storey outrigger and single storey covered storage to the yard area. The ground floor commercial shop unit consists of front retail sales area with two storage rooms to the rear. To the upper floors there is living accommodation which can be accessed via a separate entrance. The property is in need of refurbishment. The property would be suitable for a number of uses, subject to the relevant consents.

Situated

Fronting Smithdown Road at its junction with Cranbourne Road in a popular location, approximately 2 miles from Liverpool City Centre.

Ground Floor

Main Sales area and two storage rooms
Gross internal area: 51.9m (558 sq.ft)

First Floor Flat

Living room, kitchen, shower room/ bathroom and WC

Second Floor

Two bedrooms

Outside

Covered storage area to the yard.

LOT
58

Land Adjacent To 28 Bigdale Drive, Liverpool L33 6XJ DEVELOPMENT LAND

Guide Price **£40,000–£45,000**



Not to scale. For identification purposes only

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A vacant plot of land benefiting from full planning permission for the erection of two x 2 bed roomed semi detached properties together with construction of new vehicular/pedestrian accesses and associated works. We believe all main services are available however potential purchasers should make their own enquiries. Plans are available for inspection at the auctioneers offices.

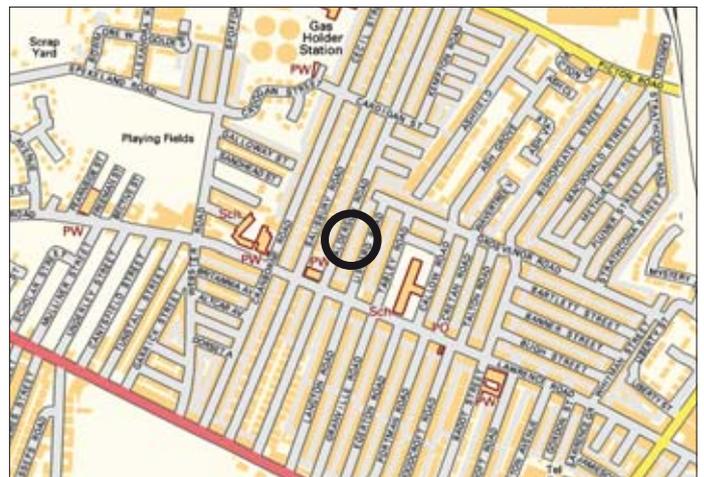
Situated

At the junction of Bigdale Drive and Sandering Road in Northwood in an established residential location.

LOT
59

100 Alderson Road, Liverpool L15 1HH VACANT RESIDENTIAL

Guide Price **£70,000 +**



Not to scale. For identification purposes only

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A vacant 3 bed roomed end of terrace property suitable for investment purposes. The property benefits from central heating.

Situated

Off Smithdown Road in an established and popular residential location, approximately 3 miles from Liverpool City Centre.

Ground Floor

Hall, Through Living Room, Kitchen.

First Floor

3 Bedrooms, Bathroom/WC with walk in Shower.

Outside

Yard to the Rear.

LOT
60

33 Sandringham Road, Waterloo, Liverpool L22 1RW
VACANT RESIDENTIAL

Guide Price **£110,000 +**



A spacious 4 bedroomed well presented semi detached property benefiting from double glazing, central heating and gardens. The property is in good order throughout and would be suitable for occupation or investment purposes.

Situated

Situated off Crosby Road in the popular Waterloo district within walking distance of South Road with shops, bars and restaurants. Waterloo Railway Station provides links to Liverpool City Centre and Southport.

Ground Floor

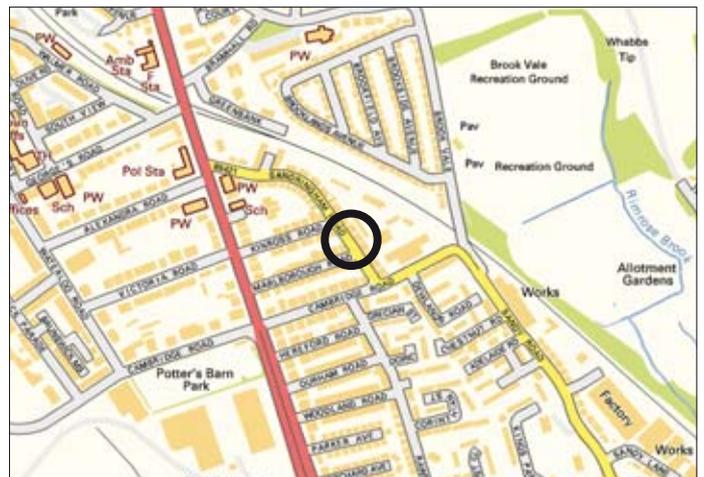
Vestibule, Hall, front living room and rear living room, kitchen/diner and utility room

First Floor

4 bedrooms, Bathroom, Separate WC

Outside

Gardens front and rear.



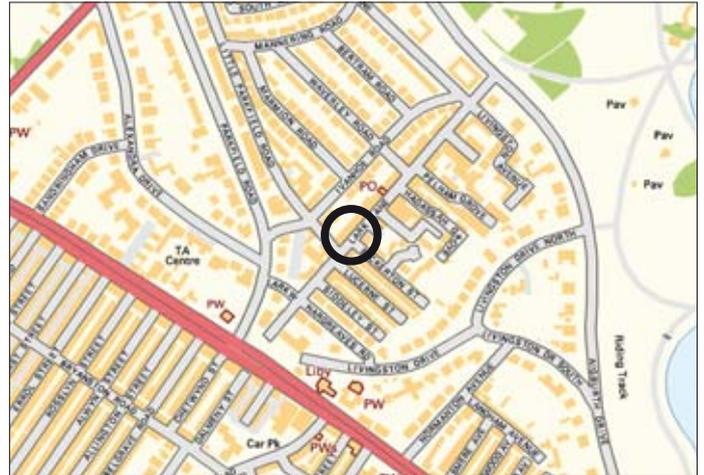
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LOT
61

37 Lark Lane, Liverpool L17 8UW
VACANT RESIDENTIAL

Guide Price **£90,000 +**



Not to scale. For identification purposes only

A vacant 5 bedroomed self contained flat which has previously been let to students and is suitable for immediate investment. The property benefits from double glazing, central heating, fire doors and fire alarm and is part furnished.

Situated

On the popular Lark Lane within walking distance of Sefton Park and Aigburth Road amenities approximately 3 miles from Liverpool City Centre.

Ground Floor

Main Entrance Hallway, Kitchen/ Diner

First Floor

2 Letting Rooms, Communal Lounge, Bathroom/WC

Second Floor

3 Letting Rooms.

Outside

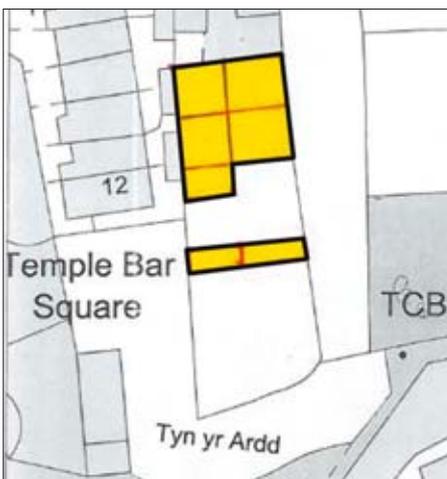
Yard to the rear.

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LOT
62-68

Plots 1-5 & 11-12, To The South Of 30 High Street, Denbigh, Clwyd LL16 3RY
VACANT LAND

Guide Price **£Nil Reserve +**



Not to scale. For identification purposes only



Not to scale. For identification purposes only

7 Freehold Land Plots suitable for a variety of uses subject to the necessary planning consents, to be offered as individual lots.

Situated

The plots are located adjacent to Temple Bow Square, between Bull Lane, Leicester Terrace and The High Street, within Denbeigh Town Centre

Note

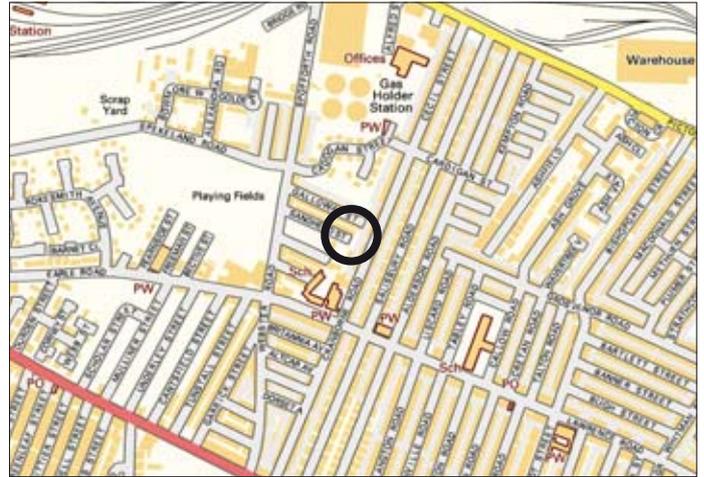
The buyer will be responsible for the sellers legal and auctioneers costs. Please refer to the special conditions of sale within the legal pack

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LOT
69

52 Galloway Street, Liverpool L7 6PD
VACANT RESIDENTIAL

Guide Price **£10,000+**



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A vacant 2 bedroomed middle terraced property in need of a full upgrade and refurbishment scheme.

Situated

Off Webster Road which in turn is off Lawrence Road in a popular residential location approximately 2.5 miles from Liverpool City Centre.

First Floor

2 Bedrooms.

Outside

Yard to the rear.

Ground Floor

Lounge, Kitchen/Diner, Bathroom.

LOT
70

Land To The North Side Of Brookside, West Derby, Liverpool L12 0BA
REDEVELOPMENT OPPORTUNITY

Guide Price **£35,000+**



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Redevelopment opportunity subject to the necessary planning consents. The property comprises a single storey former security office and adjacent land extending to 895m sq (9,634 sq ft) or thereabouts.

Situated

The site is located on the famous "Brookside" estate which runs off Deysbrook Lane, close to the junction with Princess Drive within an established residential area.

Site area 895m² (9,634 sq ft) or thereabouts

Single Storey former security office (Not inspected)

e a d solicitors



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EAD Solicitors is proud to work with Sutton Kersh. We have extensive expertise in all manner of auction lots and offer free legal advice at all of Sutton Kersh's auctions.

Our core conveyancing business is acting for investors, landlords and developers though we do accept all manner of conveyancing instructions.

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on 0151 735 1000
or email garry.abrams@eadsolicitors.co.uk**

www.eadsolicitors.co.uk

*Excludes contribution by buyer as per auction special conditions. All fees are exclusive of VAT, disbursements and any mortgage related charges. Does not apply to sale of commercial property or lots where more than one property is being sold

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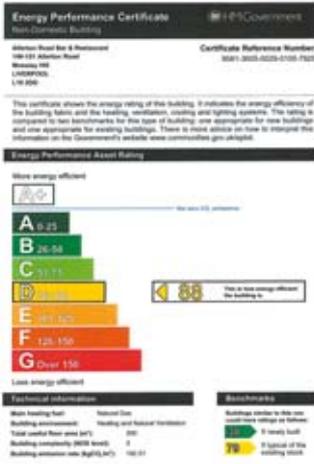
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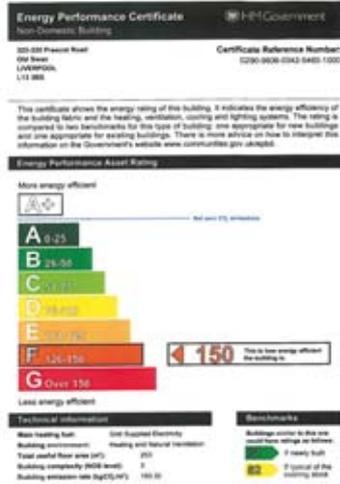
or visit
www.bridgingfinance-solutions.co.uk

EPC Appendix

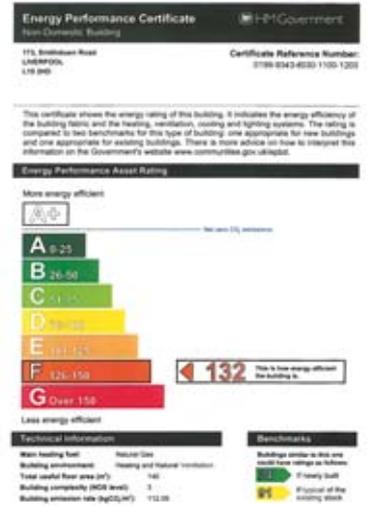
Lot 7



Lot 28



Lot 57



Notes

Here... There...



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SuttonKersh

Terms and conditions for proxy or telephone bidders

The following terms and conditions apply to all intended buyers who wish bids to be made by proxy or by telephone

- 1 For those who are unable to attend the auction the proxy bidding form should be used in order to submit a maximum bid to the Auctioneer. This bid will not be called upon prior to the time of offering the particular lot for which the bid has been made. A prospective buyer should fill in the appropriate telephone bidding form or proxy bidding form in the catalogue and should ensure that all sections are completed. Failure to complete any part of the appropriate form may render the instructions ineffective.
- 2 Maximum bids must be for an exact figure and any reference to a bid to be calculated by reference to other bids will not be acceptable. In the event of there being any confusion as to the maximum bid, the auctioneer reserves the right to refuse a bid on behalf of the prospective buyer.
- 3 All proxy and telephone bidding completed forms must be delivered to the auctioneer with the appropriate deposit cheque not less than 48 hours prior to the start of the auction at which the property the subject of the bid is to be sold. A cheque or banker's draft in the sum of 10% of the maximum bid or £2,000 whichever is the greater, is enclosed with the proxy or telephone bidding form. Cheques should be made payable to Sutton Kersh. Receipt of funds must be the day prior to the auction.
Buyer's Administration Charge – The successful buyer will be required to pay the Auctioneers a Buyer's Administration Charge of £400 plus VAT upon exchange of contracts for each property purchased (cheques made payable to Sutton Kersh).
A separate proxy or telephone bidding form, deposit and buyer's administration charge should be supplied for each property upon which a bid is to be placed.
- 4 Any alteration to the proxy or telephone bid or withdrawal must be in writing and be received in writing and be received by the auctioneer prior to commencement of the auction.
- 5 The auctioneer, in accepting proxy bids, acts as agent for the prospective buyer and the prospective buyer shall be considered to have authorised the auctioneer on the basis of the terms and conditions set out in this auction catalogue, all relevant conditions of sale and any amendments to the auction catalogue. In the event of the prospective buyer's bid being successful, the auctioneer is authorised by the prospective buyer to sign any memorandum or contract relating to the property concerned.
- 6 The auctioneer accepts no liability for any bid not being made on behalf of the prospective buyer and reserves the right to bid himself or through an agent up to the reserve price for the particular property concerned.
- 7 In the event that another bidder makes a bid equal to the maximum bid the prospective buyer is prepared to make, the auctioneer reserves the right to accept the bid of any bidder attending the auction in person or through an agent.
- 8 The auctioneer accepts no responsibility for failure of telecommunications in respect of a telephone bid, or any delays in the postal system if a proxy bidding form is sent through the post.
- 9 If the prospective buyer wishes to attend the auction and bid in person, he or she shall notify the auctioneer who will then no longer bid. Such notification must be in writing and received by the auctioneer prior to commencement of the auction.
- 10 Prospective bidders should check with the auctioneer's office immediately prior to the auction to ensure there are no changes to the published terms and conditions.
- 11 Successful/unsuccessful bids will be notified to the prospective buyer within 24 hours of the conclusion of the auction sale.
- 12 Should the property be knocked down to the proxy bidder by the Auctioneer at a figure which is less than the maximum bid price on the form, the whole of the deposit supplied with the form will still be cashed and will count towards the purchase price sold.
- 13 Proxy bidders are deemed to be making their bid with full knowledge of and in accordance with the Common Auction Conditions, Extra Conditions and Special Conditions of Sale and the Important Notice for Prospective Buyers in the catalogue..
- 14 Proxy bidders are also deemed to have knowledge of any Addendum sheet which may be issued prior to or at the auction sale. Proxy bidders are advised to telephone the Auctioneer's offices before 10am on the day of the sale in order to find out whether any addenda apply to the property for which they have authorised the Auctioneer to bid on their behalf.
- 15 The proxy bidder authorises the Auctioneer or any duly authorised partner or employee of Sutton Kersh as the prospective purchaser's agent to sign the Memorandum of Sale or Sale Contract incorporating any addendum at or after the auction.
- 16 Proxy or telephone bidding forms should be sent to Mr J Kersh MRICS, Sutton Kersh, 2 Cotton Street, Liverpool L3 7DY.

Proxy bidding form



Date of Auction Lot Number

I hereby instruct and authorise you to bid on my behalf in accordance with the terms and conditions attached hereto and I understand that should my bid be successful the offer will be binding upon me.

Address of Lot

Maximum bid price Words

Cheque for 10% deposit (£2,000 minimum) £ enclosed herewith (made payable to Sutton Kersh)

Buyer's Administration Charge – Should my bid be successful I agree to pay a Buyer's Administration Charge of £400 plusVAT upon exchange of contracts to Sutton Kersh, the auctioneers

Purchaser Details

Full name(s)

Company

Address

..... Postcode

Business telephone..... Home telephone

Solicitors

.....

..... Postcode

For the attention of

Telephone

Signed by prospective purchaser

Date

or person signing on purchaser's behalf. The signatory warrants that authority has been given by the bidder.

Name and address of signatory if different from purchaser's details given above:

.....

.....

Date of signing

Telephone bidding form



Name

Address

Telephone number where you can be contacted on the day of the auction

A member of staff will attempt to contact the bidder by telephone prior to the lot concerned being offered for sale. If contact is made then the bidder may compete in the bidding through the auctioneer's staff. If it is impossible to obtain telephone contact, or the link breaks down, the auctioneer is authorised to continue to bid on behalf of the telephone bidder up to the maximum bid stated on this form.

Lot No. of property to be bid on

Property known as

Maximum bid(Figures)

10% deposit of maximum bid (£2,000 minimum) enclosed (made payable to Sutton Kersh)

Buyer's Administration Charge – Should my bid be successful I agree to pay a Buyer's Administration Charge of £400 plus VAT upon exchange of contracts to Sutton Kersh, the auctioneers

Should the telephone bidder exceed the bidding price stated on this form, the balance of the deposit must be forwarded to the auctioneers promptly. The deposit cheque can be a personal cheque, bankers draft or solicitors client account cheque, no cash must be sent through the post. Your cheque will only be presented for payment should you be the successful bidder.

Solicitor address

Tel noFax no

Person acting

I attach deposit for 10% (£2,000 minimum) of my maximum bid

I have read the Common Auction Conditions, Extra Conditions and Special Conditions of Sale. I accept that it is my responsibility to check for any amendments or addendum notes which may be read out by the auctioneer on the auction day. I authorise the auctioneer to sign the Memorandum of Sale on my behalf and I recognise that I will then be the fully bound purchaser of the property referred to above and must complete this transaction within the time specified in the Conditions of Sale.

Signed by prospective purchaser

Date

or person signing on purchaser's behalf. The signatory warrants that authority has been given by the bidder.

Name and address of signatory if different from purchaser's details given above:

Date of signing

Once you have completed this form please send to:

Auction Department, Sutton Kersh, 2 Cotton Street, Liverpool L3 7DY

Common Auction Conditions

Common Auction Conditions (3rd Edition August 2009 – reproduced with the consent of the RICS).

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

INTRODUCTION

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

- Glossary** The glossary gives special meanings to certain words used in both sets of conditions.
- Auction Conduct Conditions** The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material – which auctioneers can tailor to their needs – and part two the auction conduct conditions.
- Sale Conditions** The Sale Conditions 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.

Important notice

A prudent buyer will, before bidding for a lot at an auction:

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant;
- Read the conditions;
- Inspect the lot;
- Carry out usual searches and make usual enquiries;
- Check the content of all available leases and other documents relating to the lot;
- Check that what is said about the lot in the catalogue is accurate;
- Have finance available for the deposit and purchase price;
- Check whether VAT registration and election is advisable;

The conditions assume that the buyer has acted like a prudent buyer. If you choose to buy a lot without taking these normal precautions you do so at your own risk.

GLOSSARY

This glossary applies to the auction conduct conditions and the sale conditions. Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the auction or the CONTRACT DATE (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.

Actual completion date The date when COMPLETION takes place or is treated as taking place for the purposes of apportionment and calculating interest.

Addendum An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION.

Agreed completion date Subject to CONDITION G9.3: (a) the date specified in the SPECIAL CONDITIONS; or (b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE; but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY.

Approved financial institution Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the AUCTIONEERS.

Arrears Arrears of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.

Arrears schedule The arrears schedule (if any) forming part of the SPECIAL CONDITIONS.

Auction The AUCTION advertised in the CATALOGUE.

Auction conduct conditions The CONDITIONS so headed, including any extra AUCTION CONDUCT CONDITIONS.

Auctioneers The AUCTIONEERS at the AUCTION.

Business day Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

Buyer The person who agrees to buy the LOT or, if applicable, that person's personal representatives: if two or more are jointly the BUYER their obligations can be enforced against them jointly or against each of them separately.

Catalogue The CATALOGUE to which the CONDITIONS refer including any supplement to it.

Completion Unless otherwise agreed between SELLER and BUYER (or their conveyancers) the occasion when both SELLER and BUYER have complied with their obligations under the CONTRACT and the balance of the PRICE is unconditionally received in the SELLER'S conveyancer's client account.

Condition One of the AUCTION CONDUCT CONDITIONS or SALES 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 not sold at the AUCTION: (a) the date of the SALE MEMORANDUM signed by both the SELLER and BUYER; or (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

Documents Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the SPECIAL CONDITIONS relating to the LOT.

Financial charge A charge to secure a loan or other financial indebtedness (not including a rentcharge).

General conditions That part of the SALE CONDITIONS so headed,

including any extra GENERAL CONDITIONS.

Interest rate If not specified in the SPECIAL CONDITIONS, 4% above the base rate from time to time of Barclays Bank plc. (The INTEREST RATE will also apply to judgment debts, if applicable.)

Lot Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including CHATTELS, if any).

Old arrears ARREARS due under any of the TENANCIES that are not "new TENANCIES" as defined by the Landlord and Tenant (Covenants) Act 1995.

Particulars The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

Practitioner An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

Price The price that the BUYER agrees to pay for the LOT.

Ready to complete Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all FINANCIAL CHARGES secured on the LOT that have to be discharged by COMPLETION, then those outstanding FINANCIAL CHARGES do not prevent the SELLER from being READY TO COMPLETE.

Sale conditions The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

Sale memorandum The form so headed (whether or not set out in the CATALOGUE) in which the terms of the CONTRACT for the sale of the LOT are recorded.

Seller The person selling the LOT. If two or more are jointly the SELLER their obligations can be enforced against them jointly or against each of them separately.

Special conditions Those of the SALE CONDITIONS so headed that relate to the LOT.

Tenancies Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

Tenancy schedule The tenancy schedule (if any) forming part of the SPECIAL CONDITIONS.

Transfer Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").

TUPE The Transfer of Undertakings (Protection of Employment) Regulations 2006.

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 a copy of the CATALOGUE or who attends or bids at the AUCTION, whether or not a BUYER.

AUCTION CONDUCT CONDITIONS

A1 Introduction

A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.

A1.2 The CATALOGUE is issued only on the basis that you accept these AUCTION CONDUCT CONDITIONS. They govern our relationship with you and cannot be disapplied or varied by the SALE CONDITIONS (even by a CONDITION purporting to replace the whole of the Common Auction Conditions). They can be varied only if we agree.

A2 Our role

A2.1 As agents for each SELLER we have authority to:
(a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
(b) offer each LOT for sale;
(c) sell each LOT;
(d) receive and hold deposits;
(e) sign each SALE MEMORANDUM; and
(f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS.

A2.2 Our decision on the conduct of the AUCTION is final.

A2.3 WE may cancel the AUCTION, or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

A2.4 YOU acknowledge that to the extent permitted by law we owe you no duty of care and you have no claim against US for any loss.

A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any applicable VAT.

A3.2 WE may refuse to accept a bid. WE do not have to explain why.

A3.3 If there is a dispute over bidding we are entitled to resolve it, and our decision is final.

A3.4 Unless stated otherwise each LOT is subject to a reserve price (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve price the LOT will be withdrawn from the AUCTION.

A3.5 Where there is a reserve price the SELLER may bid (or ask US or another agent to bid on the SELLER'S behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. YOU accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the SELLER.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the SELLER might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always – as the SELLER may fix the final reserve price just before bidding commences.

A4 The particulars and other information

A4.1 WE have taken reasonable care to prepare PARTICULARS that correctly describe each LOT. The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal CONTRACT.

A4.3 The PARTICULARS and the SALE CONDITIONS may change prior to the AUCTION and it is YOUR responsibility to check that you have the correct versions.

A4.4 If we provide information, or a copy of a document, provided by others we do so only on the basis that we are not responsible for the accuracy of that information or document.

A5 The contract

A5.1 A successful bid is one we accept as such (normally on the fall of the hammer). This CONDITION A5 applies to you if you make the successful bid for a LOT.

A5.2 YOU are obliged to buy the LOT on the terms of the SALE MEMORANDUM at the PRICE YOU bid plus VAT (if applicable).

A5.3 YOU must before leaving the AUCTION:

- (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.
- The deposit:
- (a) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stated in the SALE CONDITIONS; and
 - (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to US on an APPROVED FINANCIAL INSTITUTION. The extra AUCTION CONDUCT CONDITIONS may state if we accept any other form of payment.

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 If the BUYER does not comply with its obligations under the CONTRACT then:

- (a) you are personally liable to buy the LOT even if you are acting as an agent; and
- (b) you must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER'S default.

A5.8 Where the BUYER is a company you warrant that the BUYER is properly constituted and able to buy the LOT.

Words that are capitalised 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.

G1. The lot

G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described the LOT is that referred to in the SALE MEMORANDUM.

G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.

G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS, but excluding any FINANCIAL CHARGES: these the SELLER must discharge 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, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent BUYER would make, whether or not the BUYER has made them; and
- (i) anything the SELLER does not and could not reasonably know about.

G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.

G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.

G1.7 The LOT does not include any tenant's or trade fixtures or fittings.

G1.8 Where CHATTELS are included in the LOT the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use.

G1.9 The BUYER buys with full knowledge of:

	<ul style="list-style-type: none"> • (a) the DOCUMENTS, whether or not the BUYER has read them; and • (b) the physical CONDITION of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it. 		
G1.10	The BUYER is not to rely on the information contained in the PARTICULARS but may rely on the SELLER'S conveyancer's written replies to preliminary enquiries to the extent stated in those replies.	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.
G2. Deposit		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 Land Registry Rules when making application for registration of the transaction to which the CONDITIONS apply.
G2.1	The amount of the deposit is the greater of: <ul style="list-style-type: none"> • (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). 	G5. Transfer	
G2.2	The deposit <ul style="list-style-type: none"> • (a) must be paid in pounds sterling by cheque or banker's draft drawn on an APPROVED FINANCIAL INSTITUTION (or by any other means of payment that the AUCTIONEERS may accept); and • (b) is to be held as stakeholder unless the AUCTION CONDUCT CONDITIONS provide that it is to be held as agent for the SELLER. 	G5.1	Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS: <ul style="list-style-type: none"> • (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.
G2.3	Where the AUCTIONEERS hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.	G5.2	If the SELLER remains liable in any respect in relation to the LOT (or a TENANCY) following COMPLETION the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.
G2.4	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.	G5.3	The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.
G2.5	Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.	G6. Completion	
G3. Between contract and 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.
G3.1	Unless the SPECIAL CONDITIONS state otherwise, the SELLER is to insure the LOT from and including the CONTRACT DATE to COMPLETION and: <ul style="list-style-type: none"> • (a) produce to the BUYER on request all relevant insurance details; • (b) pay the premiums when due; • (c) if the BUYER so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy; • (d) at the request of the BUYER use reasonable endeavours to have the BUYER'S interest noted on the policy if it does not cover a contracting purchaser; • (e) unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and • (f) (subject to the rights of any tenant or other third party) hold on trust for the BUYER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE or assign to the BUYER the benefit of any claim; and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance (to the extent not already paid by the BUYER or a tenant or other third party) for the period from and including the CONTRACT DATE to COMPLETION. 	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.
G3.2	No damage to or destruction of the LOT nor any deterioration in its CONDITION, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.	G6.3	Payment is to be made in pounds sterling and only by: <ul style="list-style-type: none"> • (a) direct TRANSFER to the SELLER'S conveyancer's client account; and • (b) the release of any deposit held by a stakeholder.
G3.3	Section 47 of the Law of Property Act 1925 does not apply. Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.	G6.4	Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with their obligations under the CONTRACT and the balance of the PRICE is unconditionally received in the SELLER'S conveyancer's client account.
G3.4		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.
G4. Title and identity		G6.6	Where applicable the CONTRACT remains in force following COMPLETION.
G4.1	Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection except in relation to any matter that occurs after the CONTRACT DATE.	G7. Notice to complete	
G4.2	If any of the DOCUMENTS is not made available before the AUCTION the following provisions apply: <ul style="list-style-type: none"> • (a) The BUYER may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION. • (b) If the LOT is registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold. • (c) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant document. • (d) If title is in the course of registration, title is to consist of certified copies of: <ul style="list-style-type: none"> • (i) the application for registration of title made to the land registry; • (ii) the DOCUMENTS accompanying that application; • (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and • (iv) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration DOCUMENTS to the BUYER. • (e) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER. 	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. <ul style="list-style-type: none"> • (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.
G4.3	Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide): <ul style="list-style-type: none"> • (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 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. 	G7.2	The person giving the notice must be READY TO COMPLETE.
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.	G7.3	If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has: <ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and • (b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under CONDITION G7.3.
		G9. Landlord's licence	
		G9.1	Where the LOT is or includes leasehold land and licence to assign is required this CONDITION G9 applies.
		G9.2	The CONTRACT is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.
		G9.3	The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given notice to the BUYER that licence has been obtained.
		G9.4	The SELLER must: <ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (a) promptly provide references and other relevant information; and • (b) comply with the landlord's lawful requirements.
		G9.6	If within three months of the CONTRACT DATE (or such longer period as the SELLER and BUYER agree) the licence has not been obtained the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before licence is obtained. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.
		G10. Interest and apportionments	
		G10.1	If the ACTUAL COMPLETION DATE is after the AGREED COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the PRICE (less any deposit paid) from the AGREED COMPLETION DATE up to and including the ACTUAL COMPLETION DATE.
		G10.2	Subject to CONDITION G11 the SELLER is not obliged to apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must pay to the BUYER after COMPLETION any sum to which
		G10.3	the BUYER is entitled that the SELLER subsequently receives in cleared funds. <p>Income and outgoings are to be apportioned at ACTUAL COMPLETION DATE unless:</p> <ul style="list-style-type: none"> • (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; <p>in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.</p>
		G10.4	Apportionments are to be calculated on the basis that: <ul style="list-style-type: none"> • (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made; • (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and • (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.
		G11. Arrears	
		Part 1 Current rent	
		G11.1	"Current rent" means, in respect of each of the TENANCIES subject to which the LOT is sold, the instalment of rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding COMPLETION.
		G11.2	If on COMPLETION there are any arrears of current rent the BUYER must pay them, whether or not details of those arrears are given in the SPECIAL CONDITIONS.
		G11.3	Parts 2 and 3 of this CONDITION G11 do not apply to arrears of current rent.
		Part 2 Buyer to pay for arrears	
		G11.4	Part 2 of this CONDITION G11 applies where the SPECIAL CONDITIONS give details of arrears.
		G11.5	The BUYER is on COMPLETION to pay, in addition to any other money then due, an amount equal to all arrears of which details are set out in the SPECIAL CONDITIONS.
		G11.6	If those arrears are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those arrears.
		Part 3 Buyer not to pay for arrears	
		G11.7	Part 3 of this CONDITION G11 applies where the SPECIAL CONDITIONS: <ul style="list-style-type: none"> • (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: <ul style="list-style-type: none"> • (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	This CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other document under which the rent deposit is held.
		G13.2	If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER'S lawful instructions.
		G13.3	Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to: <ul style="list-style-type: none"> • (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.

<p>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.</p> <p>G15. Transfer as a going concern</p> <p>G15.1 Where the SPECIAL CONDITIONS so state:</p> <ul style="list-style-type: none"> • (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. <p>G15.2 The SELLER confirms that the SELLER</p> <ul style="list-style-type: none"> • (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. <p>G15.3 The BUYER confirms that:</p> <ul style="list-style-type: none"> • (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. <p>G15.4 The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence:</p> <ul style="list-style-type: none"> • (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. <p>G15.5 The BUYER confirms that after COMPLETION the BUYER intends to:</p> <ul style="list-style-type: none"> • (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 <p>G15.6 If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:</p> <ul style="list-style-type: none"> • (a) the SELLER'S conveyance 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. <p>G16. Capital allowances</p> <p>G16.1 This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.</p> <p>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.</p> <p>G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS.</p> <p>G16.4 The SELLER and BUYER agree:</p> <ul style="list-style-type: none"> • (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. <p>G17. Maintenance agreements</p> <p>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.</p> <p>G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such CONTRACTS from the ACTUAL COMPLETION DATE.</p> <p>G18. Landlord and Tenant Act 1987</p> <p>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.</p> <p>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.</p> <p>G19. Sale by practitioner</p> <p>G19.1 This CONDITION G19 applies where the sale is by a PRACTITIONER either as SELLER or as agent of the SELLER.</p> <p>G19.2 The PRACTITIONER has been duly appointed and is empowered to sell the LOT.</p> <p>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.</p> <p>G19.4 The LOT is sold:</p> <ul style="list-style-type: none"> • (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. <p>G19.5 Where relevant:</p> <ul style="list-style-type: none"> • (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. <p>G19.6 The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a PRACTITIONER.</p> <p>G20. TUPE</p> <p>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.</p> <p>G20.2 If the SPECIAL CONDITIONS do not state "There are no employees to which TUPE applies" the following paragraphs apply:</p> <ul style="list-style-type: none"> • (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. 	<p>G21. Environmental</p> <p>G21.1 This CONDITION G21 only applies where the SPECIAL CONDITIONS so provide.</p> <p>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. The BUYER agrees to indemnify the SELLER in respect of all liability for or resulting from the environmental condition of the LOT.</p> <p>G22. Service Charge</p> <p>G22.1 This CONDITION G22 applies where the LOT is sold subject to TENANCIES that include service charge provisions.</p> <p>G22.2 No apportionment is to be made at COMPLETION in respect of service charges.</p> <p>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:</p> <ul style="list-style-type: none"> • (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. <p>G22.4 In respect of each TENANCY, if the service charge account shows that:</p> <ul style="list-style-type: none"> • (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to the excess when it provides the service charge account; • (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the BUYER must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the SELLER within five BUSINESS DAYS of receipt in cleared funds; but in respect of payments on account that are still due from a tenant CONDITION G11 (arrear) applies. <p>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.</p> <p>G22.6 If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:</p> <ul style="list-style-type: none"> • (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. <p>G23. Rent reviews</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>G23.4 The SELLER must promptly:</p> <ul style="list-style-type: none"> • (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. <p>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.</p> <p>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.</p> <p>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.</p> <p>G23.8 The SELLER and the BUYER are to bear their own costs in relation to rent review negotiations and proceedings.</p> <p>G24. Tenancy renewals</p> <p>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.</p> <p>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.</p> <p>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</p>	<p>reasonably directs in relation to it.</p> <p>G24.4 Following COMPLETION the BUYER must:</p> <ul style="list-style-type: none"> • (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. <p>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.</p> <p>G25. Warranties</p> <p>G25.1 Available warranties are listed in the SPECIAL CONDITIONS.</p> <p>G25.2 Where a warranty is assignable the SELLER must:</p> <ul style="list-style-type: none"> • (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. <p>G25.3 If a warranty is not assignable the SELLER must after COMPLETION:</p> <ul style="list-style-type: none"> • (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. <p>G26. No assignment</p> <p>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.</p> <p>G27. Registration at the Land Registry</p> <p>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:</p> <ul style="list-style-type: none"> • (a) procure that it becomes registered at Land Registry as proprietor of the LOT; • (b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and • (c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor. <p>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:</p> <ul style="list-style-type: none"> • (a) apply for registration of the TRANSFER; • (b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and • (c) join in any representations the SELLER may properly make to Land Registry relating to the application. <p>G28. Notices and other communications</p> <p>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.</p> <p>G28.2 A communication may be relied on if:</p> <ul style="list-style-type: none"> • (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. <p>G28.3 A communication is to be treated as received:</p> <ul style="list-style-type: none"> • (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. <p>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.</p> <p>G29. Contracts</p> <p>(Rights of Third Parties) Act 1999 No one is intended to have any benefit under the CONTRACT pursuant to the Contract (Rights of Third Parties) Act 1999.</p>
<h2 style="text-align: center;">Extra General Conditions</h2> <p style="text-align: center;">Applicable for all lots where the Common Auction Conditions apply.</p>		
<p>1. The Deposit</p> <p>1.1 GENERAL CONDITIONS A5.5a shall be deemed to be deleted and replaced by the following: A5.5a. The Deposit: a) must be paid to the AUCTIONEERS by cheque or bankers draft drawn on a UK clearing bank or building society (or by such other means of payment as they may accept)</p> <p>b) is to be held as stakeholder save to the extent of the AUCTIONEERS' fees and expenses which part of the deposit shall be held as agents for the SELLER</p>		
<p>2. Buyer's Administration Charge</p> <p>2.1 Should your bid be successful you will be liable to pay a Buyer's Administration Charge of £400 plus VAT upon exchange of contracts to the Auctioneer.</p>		
<p>3. Extra Auction Conduct Conditions</p> <p>3.1 Despite any special CONDITION to the contrary the minimum deposit we accept is £2,000 (or the total PRICE, if less). A special CONDITION may, however, require a higher minimum deposit.</p>		

Commercial Property and Professional Services

Auctions – Liverpool

2 Cotton Street
Liverpool L3 7DY
Tel: 0151 207 6315
auctions@suttonkersh.co.uk

Auctions – London

3 Belgrave Gardens
St Johns Wood
London NW8 0QY
Tel: +44(0)20 7625 9007
info@auctionhouselondon.co.uk

Commercial Property

2 Cotton Street
Liverpool L3 7DY
Tel: 0151 207 9339
commercial@suttonkersh.co.uk

Building Surveying

Tel: 0151 207 9966
exchange@suttonkersh.co.uk

Mortgages

40–42 Allerton Road
Liverpool L18 1LN
Tel: 0151 280 0407
mortgages@suttonkersh.co.uk

Surveys & Valuations

2 Cotton Street
Liverpool L3 7DY
Tel: 0151 207 9966
exchange@suttonkersh.co.uk

Block Management

6 Cotton Street
Liverpool L3 7DY
Tel: 0151 482 2555
management@suttonkersh.co.uk

Residential Lettings & Estate Agency Services

Residential Lettings Head Office

6 Cotton Street
Liverpool L3 7DY
Tel: 0151 207 5923
lettings@suttonkersh.co.uk
Fax: 0151 482 2566

Residential Lettings City Centre

30–32 Exchange Street East
Liverpool L2 3PQ
Tel: 0151 207 5923
lettings@suttonkersh.co.uk
Fax: 0151 236 3755

Residential & Commercial Allerton & South Liverpool

40–42 Allerton Road
Liverpool L18 1LN
Tel: 0151 734 0666
Fax: 0151 734 4504
allerton@suttonkersh.co.uk

City Centre

30–32 Exchange Street East
Liverpool L2 3PQ
Tel: 0151 236 2332
Fax: 0151 236 3755
citycentre@suttonkersh.co.uk

West Derby & Central Liverpool

18 West Derby Village
Liverpool L12 5HW
Tel: 0151 256 7837
Fax: 0151 226 1349
westderby@suttonkersh.co.uk

Allerton & South Liverpool Lettings

56a Allerton Road
Liverpool L18 1LN
Tel: 0151 207 5923
allertonlettings@suttonkersh.co.uk

SuttonKersh

2 Cotton Street
Liverpool L3 7DY