



Catalogue

**Property Auction
To be held at:
Leek Cricket Club
Macclesfield Road, Leek,
Staffordshire
ST13 8SG**

**Wednesday 11th April 2018
(commencing 7.00p.m.)**



A complete property service
Established 1963



PROPERTY AUCTION
Leek Cricket Club, Macclesfield Road, Leek ST13 8SG
Wednesday 11th April 2018 (commencing 7.00p.m.)

Please Note – BUYER'S PREMIUM - All buyers must pay to the auctioneer immediately after the fall of the hammer the contractual deposit. In addition, the buyer/s will pay an administration fee of £395 plus VAT. Cheques in respect of the administration fee should be made payable to "Bury and Hilton Limited". Deposit cheques should be payable to the vendor's solicitors (please note deposit payments cannot be payable by cash or credit card).

General Notes:

The legal documents which generally include a copy of the contract, local searches, evidence of title, mining report etc (but not a survey) are made available for inspection a few days prior to the auction. These can be inspected at the relevant Bury and Hilton office when available. Please telephone prior to visiting our offices to confirm the legal packs have been received for the property(s) you are interested in. You are strongly recommended to inspect the documentation at our offices prior to the sale rather than leave it to just before the auction, when due to demand it may not be readily available.

All buyers MUST bring some form of identification such as a passport or driving licence and evidence of your home address such as a recent utility bill or bank statement. If you are buying in the name of a company the documents required are either a copy of the certificate of incorporation, evidence of the registered and trading address or the list of shareholders and directors. Deposits can only be paid by bankers draft, building society cheque, company cheque or personal cheque.

The guide prices quoted should not be interpreted as asking prices, but are purely for guidance only, are an indication of the seller's minimum price expectation and may not reflect the selling price.

Not all properties are inspected by the auctioneers and therefore the description in this catalogue or elsewhere should not be relied upon. It is recommended that you inspect the properties personally prior to bidding.

Services, central heating systems etc have not been tested. Plans shown in the catalogue are for identification purposes only and do not form part of the contract.

Please Note: This catalogue contains details about properties being sold at auction. Those details are subject to change up to and including the day of the auction. Please check our website regularly at www.buryandhilton.co.uk and look out for any additional materials available on the day of the auction in order to stay fully informed with the up to date information.

DEFINITION OF GUIDE PRICE

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

DEFINITION OF RESERVE PRICE

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

Lot 1
139 Ashbourne Road, Leek, ST13 5BL

This individually built detached house is pleasantly located towards the edge of town, yet is convenient for local amenities, local schools and for travelling into the town centre and its associate amenities.

The property itself provides extremely good sized three double bedroomed accommodation, but is in need of some modernisation and improvement. The property has enormous potential and could be made into a delightful family home.



Legal Representative:

Simpsons Solicitors
16 Stanier Way
Wyvern Business Park
Derby
DE21 6BF
Tel: 01332 424511

Lot 2
The Crest, Rushton Spencer, Macclesfield, SK11 0SE

This individual detached house is delightfully situated in a highly sought after village location, being well placed for local village amenities and for travelling into the market towns of Leek and Macclesfield (where a main line train station brings Manchester city centre within easy distance).

The property itself is in need of renovation and improvement, but has excellent potential occupying a good size plot of just under one fifth of an acre.

This property could be made into a delightful home, having enormous potential for improvement and possible extension (subject to the necessary planning consents).



Legal Representative:

AH Brooks and Co
Derby House
Derby Street
Leek
Staffordshire ST13 6JG
Tel: 01538 383201

Lot 3
Land at Raikes Farm, Hulme End, SK17 0HJ

This block of accommodation land fronts onto the Hulme End to Hartington Road, being midway between the two villages, with good road frontage onto Mill Lane and to the road to the rear leading to Sheen.

The land extends to approximately 6.821 acres or thereabouts (as shown on the attached plan) and is a good solid block of grassland suitable for grazing and part for mowing.

Legal Representative:

Flint Bishop Solicitors
54 St John Street
Ashbourne
Derbyshire
DE6 1GH
Tel: 01335 342 208



Lot 4
40 Grosvenor Street, Leek, ST13 5NA

A traditional terraced house located in a well established area close to the town centre and its associate amenities.

The property itself is in need of renovation and improvement, but offers excellent potential for such works and as such could be of special interest to speculators and investors.

Legal Representative:

Tinsdills Solicitors
10 Derby Street
Leek
ST13 5AW
Tel 01538 399332



Land at Main Street, Earl Sterndale, SK

WITHDRAWN

This block of accommodation land is located on the edge of the Peak Park Village of Earl Sterndale, fronting onto and accessed off Main Street. The land extends to approximately 3.287 acres or thereabouts and is ideal for the grazing of livestock.

Legal Representative:

Tinsdills Solicitors
10 Derby Street
Leek
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General conditions of sale applicable to all lots insofar as they are not inconsistent with conditions and/or special conditions in the contract for each lot.

1. Each purchaser shall be deemed to purchase with full knowledge of all the conditions subject to which the property is sold.
2. The successful bidder shall (1) pay a 10% deposit or £1,000 whichever is the greater and (2) sign a contract or memorandum thereof before leaving the auction room.
3. The successful bidder must immediately after the fall of the hammer provide proof of their identity and evidence of their address. This can include a current driving licence or current signed passport plus a recent utility bill, bank or building society statement. If the successful bidder is buying on behalf of someone else then the actual buyer will also be required to provide details and these will be requested from the buyer's solicitor following the auction. Original documentation MUST be provided, photocopies are not acceptable.
4. If a person attending the sale intends to bid on the behalf of some other person or company, he shall, before the sale commences, hand the auctioneer a note of the name and address of that person or company, failing which, the auctioneer shall be entitled, at any time prior to completion, to treat the bidder as the contractual purchaser whether or not the auction contract was signed for or on behalf of some other person or company.
5. On each lot being knocked down the successful bidder must, upon being asked by the auctioneer or auctioneer's clerk, give his name and address and if appropriate the name and address of the person or company on whose behalf he has been bidding and in default the auctioneer shall be entitled to re-offer that property for sale as if it had not been previously knocked down.
6. (a) Bidding – All bids shall be made clearly. The Auctioneer reserves the right to regulate bidding and to refuse undesirable bids. The vendor reserves the right to bid up to the reserve price or to authorise the auctioneer to do so. In the event of any dispute in respect of the conduct of the auction the auctioneer's decision is final.

(b) Each lot is offered subject to a reserve price unless otherwise stated.
7. If a cheque given for payment of a deposit is dishonoured on presentation or if the successful bidder fails to pay such a deposit, the vendor shall be entitled (but shall not be bound) to treat such dishonour or failure as a repudiation of contact.
8. The purchaser shall be deemed to have made local land charge searches and prudent enquiries of the relevant local and other authorities and entities and have knowledge of all matters that would be disclosed thereby and shall purchase subject to all matters.
9. The property is believed to be correctly described as to quantity and otherwise but without responsibility of the auctioneer or the vendor and not implying a statement of representation of fact. All measurements stated are approximately only. Any error, omission or misstatement found in the particulars or conditions shall not annul the sale or entitle the purchaser to any compensation in respect thereof. Auctioneers shall be under no financial liability in respect of any matters arising out of the auction or the particulars or conditions of sale.
10. Auctioneers reserve the right to sell prior to the auction.
11. The vendor reserves the right to alter or add to the said particulars and conditions of sale at any time prior to the sale.
12. Nothing herein contained shall be deemed to constitute any warranty by the vendor or the auctioneers that the property or any part thereof is authorised under the planning acts, leases or otherwise for use of any specific purpose.

13. Notwithstanding anything in these conditions or in the particulars contained or referred to, no representation warranty or condition either collaterally or directly or indirectly shall be made or implied howsoever arising either as to the state or condition of the property or any part thereof or as to whether the same is subject to any resolution, scheme, development or order, improvement plan, improvement notice or scheme, sanitary notice or intimation notice or statutory proposals, or as to whether any property is in an area where redevelopment is property or is subject to a road widening proposal or scheme or any other matter whatsoever.

The purchaser shall be deemed to purchase in all respects subject thereto whether or not the purchaser makes any enquiry and neither the vendor nor the auctioneers shall be required or bound to inform the purchaser of any such matters whether known to them or not and the purchaser shall raise no enquiry, requisition or objection thereon or on any such matters as aforesaid and neither the vendor nor the auctioneers shall be in any way liable in respect of such matters or failure to disclose the same, it being solely the duty of the purchaser to be satisfied at the purchaser's own risk in respect of the above matters.

14. It shall be the purchaser's responsibility to be satisfied before making a bid as to the accuracy of the particulars contained in the particulars of sale. (Not all properties are inspected by the auctioneers). Services, central heating systems etc have not been tested. Any plans are for identification purposes only and do not form part of the contract. All areas and dimensions are approximate only.

15. The purchaser hereby admits and confirms that the purchaser:-

- (i) has inspected the property;
- (ii) has obtained advice and information with regard thereto independently to the vendor and the auctioneer;
- (iii) in relation to the property that the purchaser has not acted in reliance or nor been induced to enter into a purchase by any representations, warranties or statements made by or on behalf of the vendor or the auctioneers other than such as may have been given or confirmed by the vendor's solicitors on behalf of the vendor in any written reply to any enquiry made by or on behalf of the purchaser before the auction.

16. Each bidder shall be deemed to be personally liable on making an accepted bid even though he shall purport to act as agent for a principal and despite him purporting to sign a memorandum in a representative capacity so that their liability under the contract shall be joint and several.

17. The successful bidder is under a binding contract upon the fall of the auctioneers hammer and thereafter the property is at the purchaser's risk including insurance.

