

bramleys



26 Eldroth Road
Savile Park
Halifax
HX1 3BA

For Sale by Public Auction
On Wednesday 2nd March 2016 at 7.00pm
Venue:- The Revell Ward Suite, The John Smith's Stadium,
Leeds Road, Huddersfield
Guide Price: £30,000

Professionalism with Independence



14 St Georges Square, Huddersfield, HD1 1JF
t: 01484 530361

BUILDERS, SPECULATORS AND INVESTORS. A deceptively spacious end of terraced dwelling house offering 2 bedroomed accommodation over 3 levels including a large basement with additional development potential. Situated within a popular and established residential locality, with local amenities nearby. The guide price reflects the extensive work and refurbishment that is required.

The accommodation briefly comprises:-

GROUND FLOOR:

Entrance Hall

Lounge

3.68m x 3.38m (12'1" x 11'1")

Dining Kitchen

3.35m x 3.30m (11'0" x 10'10")

Having a sink unit in recessed cupboard.

LOWER GROUND FLOOR:

A large wash kitchen with external access together with 2 large store cellars.

FIRST FLOOR:

Landing

Bedroom 1

3.10m max. x 2.90m max. (10'2" max. x 9'6" max.)

Bedroom 2

2.97m x 3.99m (9'9" x 13'1")

Bathroom & WC

Having a turquoise coloured suite.

OUTSIDE:

The property is street lined to the front with a small garden area to the rear.

BOUNDARIES AND OWNERSHIP:

The successful purchaser will be required to pay an auctioneers administration charge of £500 inc VAT for each lot purchased whether the lot is purchased at the auction, prior to or after the auction. Cheques payable to Bramleys.

AUCTIONEERS ADMINISTRATION FEE:

The successful purchaser will be required to pay an auctioneers administration charge of £500 inc VAT for each lot purchased whether the lot is purchased at the auction, prior to or after the auction. Cheques payable to Bramleys.

THE CONTRACT PACKAGE

If you wish to receive legal documents, please visit www.auctiondocs.com/user/bramleys where legal packs we have received will be available. Alternatively, please contact the solicitor listed. Please note, larger documents such as architect's plans etc may be viewed at our offices. Copy documentation is available for inspection at our offices from receipt until the auction date.

TERMS:

The successful purchaser will be required to sign the contract on the night of the auction and to pay a deposit of not less than 10%. The balance of the purchase monies will be payable within 28 days. Under current legislation we are no longer permitted to accept cash as payment for deposit. All cheques, bankers drafts etc made payable to Bramleys.

SOLICITOR:

FAO: Michael Robinson
Ramsdens Solicitors LLP
6-8 Harrison Road
Halifax
HX1 2AQ

COUNCIL TAX BAND:

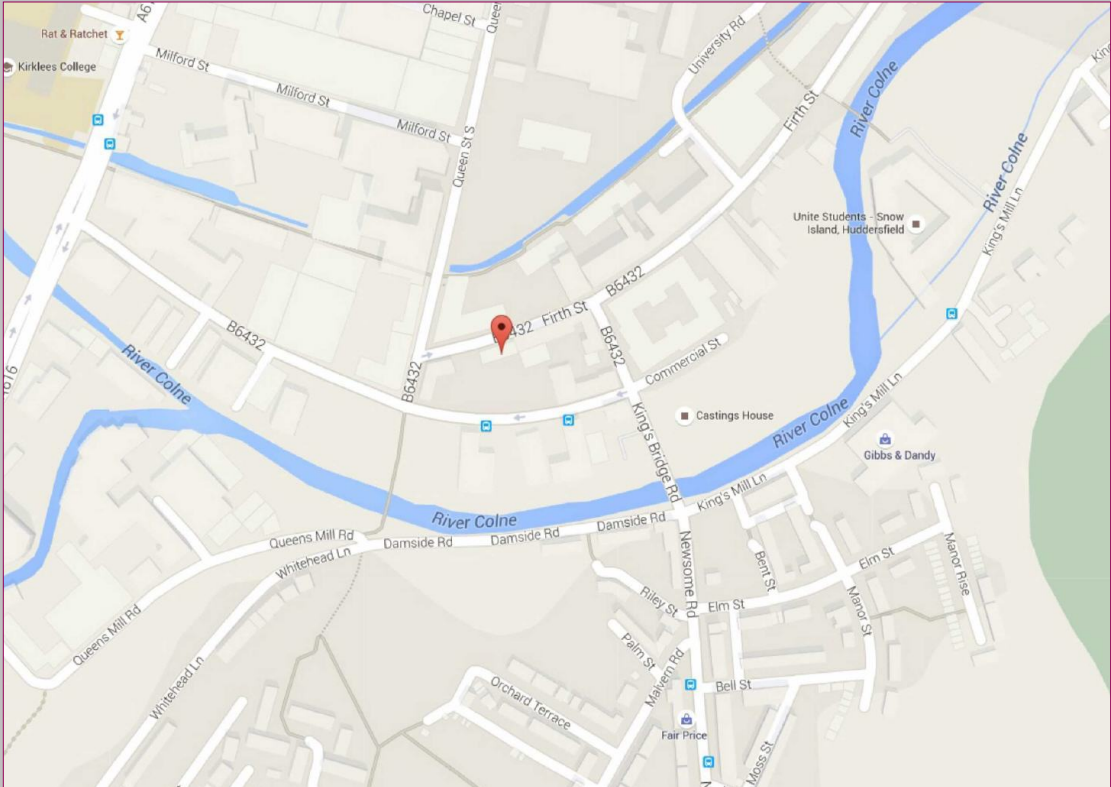
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BLOCK VIEWINGS:

TBC

DIRECTIONS:

Leave Halifax via King Cross Road and proceed towards King Cross. At the traffic lights by Tesco supermarket turn left and the left again at the mini roundabout onto Haugh Shaw Road and take the 2nd right hand turning onto Moorfield Street. Proceed up the hill and take the first right onto Eldroth Road where the property can be found on the right hand side approximately half way along.



GENERAL CONDITIONS OF SALE

EACH LOT IS SOLD SUBJECT TO THE FOLLOWING GENERAL CONDITIONS, THE STANDARD CONDITIONS AND ANY SPECIAL CONDITIONS RELATING TO THE RELEVANT PROPERTY

1. Interpretation
The following expressions shall have the following meanings.
"THE AUCTION"
The auction sale at which the property is intended to be offered for sale.
"THE BUYER"
The person identified in the Memorandum of sale against that definition.
"THE COMPLETION DATE"
The meaning given in the Conditions and recorded in the Memorandum of the Sale.
"THE CONDITIONS OF SALE"
The Standard Conditions, the General Conditions and the Special Conditions collectively.
"THE DEPOSIT"
The sum of money referred to in the General Conditions 4 and referred to in the Memorandum of Sale.
"THE GENERAL CONDITIONS"
The Condition contained herein.
"THE MEMORANDUM OF SALE"
The Memorandum of the agreement between the Seller and the Buyer to be completed at the Auction by the buyer.
"THE PARTICULARS"
Are the particulars prepared by the Auctioneer relating to the Property as set out in the brochure or pamphlet relating to the Auction at which it is intended to offer the Property for sale or where it has not been possible to include the Property in such a pamphlet or brochure available for inspection at the Auction.
"THE PROPERTY"
The property the subject of the sale as described in the appropriate Particulars and/or Special Conditions and in the Memorandum of Sale.
"THE PURCHASE PRICE"
The sum of money for which the Property is knocked down to the Buyer and specified in the Memorandum of Sale.
"THE SELLER"
The person identified in the Memorandum of Sale against the definition.
"THE SELLER'S CONVEYANCER"
Means the solicitors or licensed conveyance acting for the Seller mentioned in the Special Conditions.
"THE SPECIAL CONDITIONS"
The Special Conditions relating to the Property contained in the brochure or pamphlet prepared by the Auctioneer or available for inspection at the Auction or at the offices of the Auctioneer or at the offices of the Seller's Conveyancer.
"THE STANDARD CONDITIONS"
The Standard Conditions of Sale (Third Edition).
2. Condition of Sale
2.1 The property is sold subject to the Conditions of Sale save that the following Standard Conditions shall not apply: 2.2; 2.3; 3.13; 3.14; 3.3(2)(b) 4.3.2; 4.5.5; 5.1; 6.7(a); 7.1.2; 7.3.3; 8.1.3; 8.3.4.
2.2 The Standard Conditions 4.2.3 the words "the following documents if in the possession of the Seller or his mortgage" are added after the words "(without cost to the buyer)".
2.3 Unless expressly stated otherwise in the event of any inconsistency or conflict between the Standard Conditions and the General Conditions or Special Conditions the General Conditions or Special Conditions shall prevail.
2.4 The Conditions of Sale may be inspected at the offices of the Seller's Conveyancers or the Auctioneer prior to appointment and at the Auction immediately before the Auction.
2.5 The Auctioneer reserves the right to vary the Conditions of Sale at any time before the Auction.
2.6 The Buyer shall be deemed to purchase with the full knowledge of the Conditions of Sale.
2.7 Subject to the terms of the Conditions of Sale the Seller is to transfer the Property with limited title guarantee.
2.8 The maximum time limit to perform any step in Standard Conditions 4.1.1 shall be three working days. The same time applies to the Buyer's right to raise requisitions that the Seller has supplied incomplete evidence of its Title.
2.9 In Standard Conditions 7.1.1 the words "or in negotiations leading to it" are excluded.
2.10 Where the context so admits or requires the singular includes the plural and the masculine includes the feminine and the neuter.
2.11 The clause headings of this agreement are for ease of reference only and do not form part of it and this agreement shall be construed without reference to them.
3. The Auction
3.1 The Sale is subject to a reserve price unless otherwise stated.
3.2 The Seller or the Auctioneer or some other person authorised by the Seller may bid both up and over the reserve price.
3.3 The Auctioneer may at his absolute discretion refuse any bid and regulate the bidding in any manner the Auctioneer wishes.
3.4 There is a dispute about a bid the Auctioneer may resolve the dispute or re-start the Auction at the last undisputed bid. The Auctioneer's decision in the event of a dispute is final.
3.5 The Auctioneer shall have the right to sell the Property or any part of it before the Auction or withdraw the property from the Auction at any time.
3.6.1 For the avoidance of doubt this contract shall become binding when the Auctioneer knocks down the property to the Buyer. The Buyer shall be required to pay a deposit and sign a Memorandum of Sale stating his name and address of the person or company on whose behalf he is acting save that signature of such Memorandum of Sale or payment of a deposit shall not be a pre-condition of entering into a binding contract.
3.6.2 If the Buyer refuses to sign the Memorandum of Sale or pay a deposit the Auctioneer reserves the right to re-offer the Property for sale as if it had not been knocked down or at the Auctioneer's option sign the Memorandum of Sale on behalf of the buyer.
3.7 The Auctioneer reserves the right to sell the Property in separate lots.
3.8 The Auctioneer shall be under no financial liability in respect of any matters arising at the Auction or the Condition of Sale and no claims shall be made against.
4. The Deposit
4.1 A deposit of ten percent of the Purchase Price or £2000 whichever is greater shall be paid to the auctioneers as agents for the Seller immediately after the property has been knocked down to the Buyer.
4.2 If a cheque given in payment of all or part of the Deposit is dishonoured when first presented or if the Buyer fails to pay the Deposit at the Auction when requested the Seller may without prejudice to the Seller's other rights to claim payment of the Deposit and damages treat the contract as being discharged and may resell the property without notice to the Buyer
5. Completion
5.1 Unless otherwise specified in the Special Conditions the Completion Date shall be 28 days from the date of the Auction unless that day is not working day in which case completion shall take place on the next working day and Standard Condition 6.1.1 shall be varied accordingly.
5.2 The seller shall not be required to execute a conveyance other than the whole of the property or at a different price from that stated in the contract.
5.3 Where completion is delayed the Seller shall be entitled to take both income from the Property and compensation calculated in accordance with Standard Condition 7.3.2 and Standard Condition 7.3 shall be varied accordingly.
6. Risk in the Property
The property shall be at the risk of the Buyer from the time the contract is made and the seller shall be under no obligation to insure.
7. Condition and Description of the Property
7.1 The Buyer shall be deemed to purchase the Property with full knowledge of the state of repair and condition of the Property and of the particulars and the buyer must satisfy himself as to the condition of the Property and the accuracy of the particulars.
7.2 The property is sold in accordance with the Particulars and any error omission or mis-statement in the Particulars or in the Conditions of Sale shall not annul the sale or entitle the Buyer to compensation.
7.3 The Seller and Auctioneers reserve the right to alter the Particulars at any time before the sale of the Property.
7.4 If the Property is leasehold the Buyer shall be responsible for compliance with any Schedule of Dilapidation or other notice served by a landlord in respect of the Property whether before or after the contract and shall not raise any requisition or objection thereto and shall indemnify the Seller in respect of claims made or arising therefrom.
7.5 If the Property is leasehold it is sold subject to any subsisting breach of a condition or tenants obligation relating to the physical condition of the property which renders or may render the lease liable to forfeiture.
7.6 The Seller makes no warranty or representations as to the ownership of any service media or gas or electrical installations in the Property and the Buyer must satisfy himself of the ownership thereof and the Seller shall not be responsible for any payment in respect thereof.
8. Vacant Possession and Tenancies
8.1 Unless specified otherwise in the Special Conditions the property is sold with vacant possession on completion.
8.2 Vacant Possession of the Property shall be deemed to have been given notwithstanding that furniture or effects remain in the Property and where such items exist the Buyer shall assume responsibility therefrom on the Completion Date and shall indemnify the Seller in respect of claims relating thereto and the Seller shall not be required to remove any such item from the Property.
8.3 Where the Property is given to be sold subject to a tenancy.
8.3.1 The Seller makes no warranty or representation as to the existence of any sub-tenancies and the Buyer shall be deemed to purchase with full knowledge thereof.
8.3.2 Unless specifically disclosed in the Conditions of Sale is not aware of any notice having been served under the Landlord and Tenant Act 1987.
9. Encumbrances and Other Matters Affecting the Property
9.1 In addition to those matters referred to in Standard Condition 3.1.2 the Property is sold subject to and the Buyer shall be deemed to be aware of and purchase subject to those matters in Standard Conditions 3.1.2 and also the following:-
9.1.1 All notices served and orders, directions notices requirements made by any government department, local public or other statutory authority or company having statutory powers whether before or after the date of the agreement.
9.1.2 All local land charges whether or not registered at the date the contract is made and all matters which are capable of registration whether or not registered.
9.1.3 All covenants obligation rights easements quasi-easements licences in existence or in the course of coming into existence in respect of the Property.
9.1.4 All actual and proposed orders, directions, notices, charges, restrictions, conditions, agreements or other matters made, given, proposed or otherwise arising under any Act of Parliament relating to Town and Country Planning and the contents of any structure plan, local plan, unitary development plan, or non-statutory plan of any area which includes the property and the Buyer shall raise no objections or requisitions thereto and neither the Seller nor the Auctioneers shall be under any obligation to disclose or bring the Buyer's attention to such matters nor shall they be under any obligation to the Buyer for failing to do so.
9.2 The Buyer shall be deemed to purchase the property with full notice of its actual use and the Buyer shall raise no objection or requisition thereto and neither the seller nor his agents make any representation or give any warranty that such use is authorised under any Planning Act or regulations made the thereunder or that such use will be permitted to continue in the future.
9.3 For the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters recorded in registers open to the public inspection are to be considered within the actual knowledge of the buyer.
10. Reversioner's Licence
10.1 If licence or consent is required from a reversioner for the transfer of the Property from the Seller to the Buyer then:
10.2 The Seller will apply for and use all reasonable endeavours to procure such licence or consent as soon as reasonably practicable at his own expense.
10.3 The Buyer will provide such reference and information in support of such application as the reversioner shall reasonably require and such guarantee covenants from third parties and/or such other security to which the reversioner shall be entitled under the terms of the Lease or failing such entitlement, which the reversioner shall reasonably require.
10.4 Unless he is in breach of his obligations under this agreement, either the Seller or Buyer may by notice in writing to the other, immediately rescind this agreement on or at any time after the 10 working days after the Completion Date if, at the time such notice is given, such licence or consent shall not have been granted or shall have been granted subject to conditions to which either the Buyer or Seller reasonably objects.
11. Nominee Buyer
11.1 When a person ("the Nominee Buyer") having the property knocked down to him is acting on behalf of some other person or company being the actual Buyer the Nominee shall identify to the Auctioneer when signing the Memorandum of Sale the name and address of the Buyer and if he fails to do so or fails to sign the Memorandum of Sale the Auctioneer may treat the Nominee Buyer as acting in his own capacity as Buyer and enforce the contract against him.
11.2 The Nominee Buyer warrants that he had full power and authority to act for and bind the Buyer as its agent and further warrants that the Buyer has full capacity to enter into a binding contract for the purchase of the property.
11.3 In consideration of the Auctioneer accepting the bids from the Nominee Buyer the Nominee Buyer agrees that in the event of the Buyer failing to perform its obligations under the Contract or a liquidator in bankruptcy disclaiming the contract, the Nominee Buyer will perform the obligations of the Buyer under the contract and indemnify the Seller against all losses costs, damages and expenses suffered by the Seller arising from the Buyer's non-performance of its obligation under the contract.
12. Documents Referred To
12.1 Where any document is referred to in the Special Conditions copies of abstracts thereof may be inspected at the office of the Seller's Conveyancer.
12.2 A copy of the Standard Conditions of Sale having been made available for inspection at the office of the Auctioneer, the Buyer shall be deemed to purchase with full working knowledge of the contents thereof (whether he has inspected the same or not).
13. Discharge of Contract
If the Seller shall become free from resell the Property whether by reason of the discharge or rescission of the contract or otherwise the Buyer shall forthwith on demand (if not before) effect the cancellation of any entry against the Property with regard to this contract which may have been made whether under the Land Charges Act 1972 and/or in the Registers of Title referred to in the Special Conditions of Sale pursuant to the Land Registration Act 1925 (as the case may be) and shall indemnify the Seller against all losses and expenses occasioned by a failure to effect such cancellation.
14. Misrepresentation
It is hereby agreed between the parties hereto that this agreement constitutes the entire agreement between the parties hereto for the sale and purchase of the Property and that it may only be varied or modified in writing and that no representation, warranty or statement whether written, oral or implied hereto made by or on behalf of one party to the other shall be capable of being treated as forming part of this agreement or as an inducement by the Seller to enter into this agreement or as a collateral warranty in relation to the subject matter hereof or the grounds upon which the Buyer shall base any claim against the Seller but such agreement and acknowledgement shall not extend to the written replies of the Seller's Solicitor to any enquiries before contract raised by the Buyer's solicitor or licensed conveyancer.

CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008

Bramleys, for themselves and for the Vendors or Lessors of this property, whose Agent they are, have made every effort to ensure the details given have been prepared in accordance with the above Act and to the best of our knowledge give a fair and reasonable representation of the property. Please note:

1. There is a six inch measurement tolerance, or metric equivalent, and the measurements given should not be entirely relied upon and purchasers must take their own measurements if ordering carpets, curtains or other equipment.
2. None of the mains services, i.e. gas, water, electricity, drainage or central heating system (if any) have been tested in any way whatsoever. This also includes appliances which are to be left insitu by the vendors.

PURCHASERS MUST SATISFY THEMSELVES AS TO THE CONDITION AND EFFECTIVENESS OF ANY SUCH APPLIANCES OR SERVICES
FLOOR PLANS NOT TO SCALE - FOR IDENTIFICATION PURPOSES ONLY



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