

bramleys



78 Barcroft Road
Newsome
Huddersfield
HD4 6LD

For Sale by Public Auction

On Thursday 7th September 2017 at 7.00pm

Venue:- The Revell Ward Suite, The John Smith's Stadium,
Leeds Road, Huddersfield, HD1 6PG

Guide Price: £55,000 to £65,000

Professionalism with Independence



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

IDEAL INVESTMENT PROPERTY

Pleasantly located with an attractive wooded outlook to the front, is this 2 bedroom rear terraced property which is ideally suited for investment purposes. It currently offers 2 bedroom accommodation with sealed unit double glazing and does require a general programme of modernisation and upgrading. Located within a popular and established residential locality approximately 1 miles from the town centre and readily accessible to local amenities.

The accommodation briefly comprises:-

GROUND FLOOR:

Entrance Hall

Lounge

4.52m max. x 4.95m max (L-shaped (14'10" max. x 16'3" max (L-shaped)

Kitchen

2.90m max. x 1.57m max. (9'6" max. x 5'2" max.)

LOWER GROUND FLOOR:

Cellar

FIRST FLOOR:

Landing

Bathroom

Furnished with a coloured suite.

Bedroom 1

3.05m max. x 3.58m max. (10'0" max. x 11'9" max.)

Bedroom 2

3.51m max. x 2.29m max. inc bulk-head (11'6" max. x 7'6" max. inc bulk-head)

OUTSIDE:

The property has a small garden area.

PLEASE NOTE:

The larger section of garden to the front of the property is owned by Kirklees Council and has been previously occupied on a garden tenancy which has expired. Prospective purchasers should make their own enquiries with Kirklees Council as to it's future availability if required.

BOUNDARIES AND OWNERSHIP:

The boundaries and ownerships have not been checked on the title deeds for any discrepancies or rights of way. All prospective purchasers should make their own enquiries before proceeding to exchange of contracts.

AUCTIONEERS ADMINISTRATION FEE:

The successful purchaser will be required to pay an auctioneers administration charge of £750 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 PACK:

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.

SOLICITORS:

FAO: Stefan Ptycia
Stefan Ptycia & Co
94 Westbourne Road
Marsh
HD1 4LF
Tel: 01484 542999

COUNCIL TAX BAND:

A

BLOCK VIEWINGS:

Tuesday 8th August 2017 at 6.45pm
Saturday 12th August 2017 at 10.45am
Sunday 20th August 2017 at 11.45am
Tuesday 22nd August 2017 at 6.45pm
Saturday 26th August 2017 at 10.45am
Sunday 3rd September 2017 at 11.45am

DIRECTIONS:

Leave Huddersfield via Chapel Hill (A616) and proceed to the traffic lights at Lockwood Bar. Take a left into Bridge Street and then left hand turning into Lockwood Scar. Barcroft Road can be found as the 2nd turning on the right and the property can be found the right hand side clearly identified by the Bramleys for sale board.

Energy Performance Certificate



78, Barcroft Road, HUDDERSFIELD, HD4 6LD

Dwelling type: Mid-terrace house

Date of assessment: 28 July 2017

Date of certificate: 28 July 2017

Reference number: 8602-2185-4329-8927-5333

Type of assessment: RdSAP, existing dwelling

Total floor area: 59 m²

Use this document to:

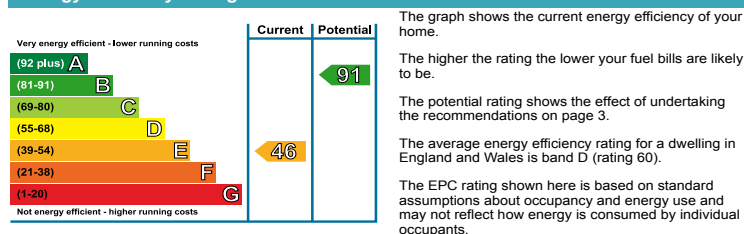
- Compare current ratings of properties to see which properties are more energy efficient
- Find out how you can save energy and money by installing improvement measures

Estimated energy costs of dwelling for 3 years:	£ 3,315
Over 3 years you could save	£ 2,082

Estimated energy costs of this home			
	Current costs	Potential costs	Potential future savings
Lighting	£ 234 over 3 years	£ 126 over 3 years	
Heating	£ 2,829 over 3 years	£ 930 over 3 years	
Hot Water	£ 252 over 3 years	£ 177 over 3 years	
Totals	£ 3,315	£ 1,233	

These figures show how much the average household would spend in this property for heating, lighting and hot water and is not based on energy used by individual households. This excludes energy use for running appliances like TVs, computers and cookers, and electricity generated by microgeneration.

Energy Efficiency Rating

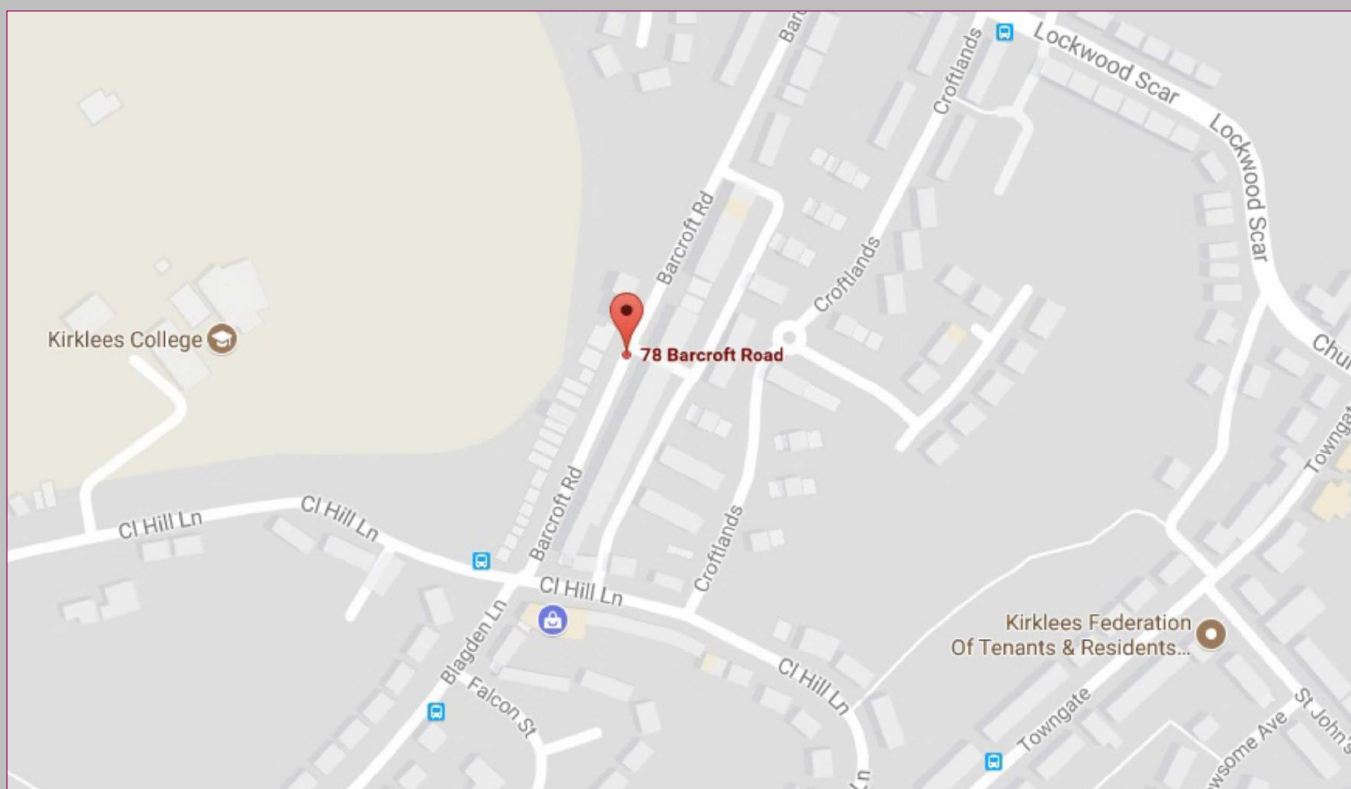


Top actions you can take to save money and make your home more efficient

Recommended measures	Indicative cost	Typical savings over 3 years	Available with Green Deal
1 Increase loft insulation to 270 mm	£100 - £350	£ 192	✓
2 Internal or external wall insulation	£4,000 - £14,000	£ 879	✓
3 Floor insulation (suspended floor)	£800 - £1,200	£ 378	✓

See page 3 for a full list of recommendations for this property.

To find out more about the recommended measures and other actions you could take today to save money, visit www.gov.uk/energy-grants-calculator or call 0300 123 1234 (standard national rate). The Green Deal may enable you to make your home warmer and cheaper to run.



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 by prior 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 If 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 Sellers 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 therefore from 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 expressed 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.
10.5 Unless and until this agreement is so rescinded its provisions shall continue in full force and effect, but completion to which either the Buyer or the Seller reasonably object which day shall be deemed to be the "completion date" for the purposes of the General Conditions.
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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