

# Property Auction

19<sup>th</sup> September 2012

The Conduit Suite  
Doncaster Racecourse

Doors open 5.45pm  
Bidding commences 6.30pm



**barnsdales™**



It is encouraging to see that properties are being sold under the hammer way in excess of the guide prices and that we are far exceeding our vendors expectations. Lot 10 & Lot 13 in particular from our last auction were testament to this, being sold for double their guide prices respectively.

With increasing competition in the auction market place I thought I should stress why selling with Barnsdales Auctions is the only solution:

- Barnsdales have been selling property in Doncaster since 1905
- We have a Doncaster office run by Doncaster property people for Doncaster people
- We have the local knowledge that is essential in achieving the best price for your property
- Barnsdales also have an extensive database of national and regional contacts to give your property the maximum exposure
- The traditional auction sale is the only true way to maximise the price obtained for your property

We hope to see more of you at the Racecourse on the 19<sup>th</sup> September and I am delighted to confirm we also plan to hold our next auction here in November.

Following the success of our last auctions at the Racecourse we are delighted to be back for another. We are very grateful to the Racecourse for their help in hosting yet another fantastic property auction.

As the Barnsdales auction business continues to grow we can boast that our success rate for selling at auction is over 70%.

The increased variety of property offered for sale by auction is bringing new buyers into our auction room and extending the appeal of buying at auction to a much wider audience, who can see benefits of buying their next home or investment in this way.

Similarly, it is also good to see that vendors are also recognising the benefits of selling their property by auction and we have seen an increase in enquiries from vendors who are keen to sell their property this way.

If you would like to list a property for sale in our next auction then please contact our auction team as soon as possible as we have already started collating lots, you can contact the auction team at [auctions@barnsdales.co.uk](mailto:auctions@barnsdales.co.uk) or 01302 304 432 and see how we can help sell your property quickly.

Regards

JASON BARNSDALE MRICS  
Managing Director  
Barnsdales – Chartered Surveyors & Property Consultants

## Lot Order and Guide Prices

LOT 1	FORMER W.C's, WEMBLEY ROAD, MOORENDS, DONCASTER, DN8 4PS	£10,000
LOT 2	11 THEOBALD AVENUE, HYDE PARK, DONCASTER, DN4 5AY	£45,000
LOT 3	LAND AT 214 SPRINGWELL LANE, DONCASTER, DN4 9AH	£95,000
LOT 4	21 POPLAR TERRACE, BENTLEY, DONCASTER, DN5 0DQ	£50,000
LOT 5	55 WRIGHTS LANE, CRIDLING STUBBS, KNOTTINGLY, WF11 0BT	£195,000
LOT 6	136, 136a & 136b BECKETT ROAD, DONCASTER, DN2 4AZ	£125,000 - £135,000
LOT 7	14 ATHOLL CRESCENT, INTAKE, DONCASTER, DN2 6HY	£39,000
LOT 8	LAND AT APLEY ROAD, HYDE PARK, DONCASTER, DN1 2AY	£10,000 - £15,000
LOT 9	40 WILLIAM STREET, GOLDTHORPE, ROTHERHAM, S63 9AX	£24,000
LOT 10	LAND AT DOLCLIFFE ROAD, MEXBOROUGH, S64 9AZ	£40,000
LOT 11	98 HIGH STREET, DUNSVILLE, DONCASTER, DN7 4BY	£85,000

# How to find us

Located in the heart of the UK, within easy reach of the new Robin Hood Airport, and with excellent road and rail links, Doncaster Racecourse is ideally placed for both national and international visitors.



## By rail

The Racecourse is just two-and-a-half miles from Doncaster Train Station, which is on the main London-Edinburgh line. Journey times by rail from London are just an hour-and-three-quarters, and three hours from Edinburgh.



## By road

Our central location makes it easy to reach Doncaster Racecourse by motorway. Doncaster Racecourse boasts excellent links to the motorway network including M1 (jnc 32), M18 (jncs 3/4), A1M (jnc 36) and the M62.



## By air

The new Robin Hood (International) Airport is less than seven miles from Doncaster Racecourse, with flights to over 40 destinations worldwide. We are also within easy reach of Manchester, Leeds and East Midlands international airports.

Doncaster Racecourse, Leger Way, Doncaster DN2 6BB  
Tel: 01302 304200 Fax: 01302 323271 Email: info@doncaster-racecourse.co.uk  
Doncaster Racecourse is one of the Arena Leisure PLC group of companies

[www.doncaster-racecourse.co.uk](http://www.doncaster-racecourse.co.uk)



**doncaster**  
racecourse  
A whole new experience

# Our Auctioneer



**Tom Smith**<sup>BSc(Hons)FRICS.</sup>  
Chartered Surveyor & Auctioneer.  
RICS Registered Valuer.

Tom is an experienced surveyor and auctioneer with thirty years' experience in dealing with all aspects of residential land and property. He was previously Chairman of the East Midlands branch of the Incorporated Society of Valuers and Auctioneers (ISVA) which subsequently merged with the Royal Institute of Chartered Surveyors (RICS)

## LOT/01

FORMER W.C's AT WEMBLEY ROAD, MOORENDS, DONCASTER DN8 4PS

GUIDE PRICE £10,000

FREEHOLD



**POTENTIAL DEVELOPMENT OPPORTUNITY**  
(subject to planning permission)

### DEVELOPMENT OPPORTUNITY

On behalf of Doncaster Metropolitan Borough Council, Former WC's with ancillary land which may be suitable for a variety of uses (Subject to Planning).

The total site area is approximately 0.09 acres (0.22 Hectares).

Freehold with Vacant Possession.

Please note that the Purchaser will be responsible for the Local Authority's costs for this Lot and further information is contained within the Legal Pack.

11 THEOBALD AVENUE, HYDE PARK, DONCASTER, DN4 5AY

GUIDE PRICE £45,000

FREEHOLD



A 3 BEDROOM PROPERTY LOCATED ON A GENEROUS CORNER PLOT ON THE OUTSKIRTS OF THE TOWN CENTRE – CURRENTLY TENANTED AT £400pcm UNTIL JAN 2013

A 3 BEDROOM PROPERTY LOCATED ON A GENEROUS CORNER PLOT ON THE OUTSKIRTS OF THE TOWN CENTRE

Benefiting from gas central heating and double glazing the accommodation comprises of an entrance hall, kitchen and lounge to the ground floor whilst to the first floor there are three good size bedrooms and a bathroom which is fitted with a white suite.

Outside the property occupies a generous corner plot on Theobald Avenue with gardens to the front, side and rear with ample off street parking.



## Are you looking for some Financial Advice?

Are you looking for an experienced team that offer independent mortgage and financial advice in a friendly and relaxed atmosphere? Then welcome to Smarrt Financial.

The team is led by Melanie Marr & Linda Simpson and we operate from our Doncaster town centre offices and pride ourselves on a professional and efficient service.

So if you are a first time buyer, moving house, looking to re-mortgage, extend or buy your first investment property. Insure your assets or protect your family from loss of income or the death of a loved one, please contact us to take advantage of a free consultation with no obligation.

Here are some of the services that Smarrt Financial can provide

- Residential Mortgage Advisors
- Commercial Mortgage Advisors  
*(we act as introducers only)*
- Life Cover
- Business Protection
- Buildings and Contents Insurance
- Landlord Insurance
- Accident, Sickness & Redundancy Insurance
- Income Protection
- Public Liability  
*(we act as introducers only)*
- Employment Liability  
*(we act as introducers only)*

**smarrt**  
MORTGAGE & FINANCIAL SOLUTIONS

5 Thorne Road | Doncaster | DN1 2HJ  
Tel: 01302 327 131 Fax: 01302 739450

## LOT/03

LAND AT 214 SPRINGWELL, DONCASTER, DN4 9AH

GUIDE PRICE £95,000

FREEHOLD



RESIDENTIAL DEVELOPMENT LAND LOCATED WITHIN THIS POPULAR RESIDENTIAL AREA OF DONCASTER

### LAND WITH PLANNING PERMISSION

Outline planning permission has been granted for the erection of 3 detached dwellings on this site covering approximately 0.7 ha.

Full details of the planning permission can be obtained either from our office or on line at [www.doncaster.gov.uk](http://www.doncaster.gov.uk) (granted 17/10/2011 application number; 11/02308/OUT).

The site is well placed for access to Doncaster town centre as well as having to the A1 & M18 motorway networks.

## LOT/04

21 POPLAR TERRACE, BENTLEY, DONCASTER, DN5 0DQ

GUIDE PRICE £50,000

FREEHOLD



A WELL PROPORTIONED END OF TERRACE PROPERTY IN BENTLEY

### 3 BEDROOM END OF TERRACE

The property is situated in this popular residential area of Doncaster and benefits from gas central heating and double glazing throughout. The property has previously been rented at £400pcm and may be of interest to investors.

Internally, the property comprises of an entrance hall, lounge, kitchen, rear lobby and a bathroom on the ground floor.

To the first floor there are three bedrooms and outside there is an enclosed rear garden with vehicle access which provides potential for off street parking.

55 WRIGHTS LANE, CRIDLING STUBBS, KNOTTINGLEY, WF11 0BT

GUIDE PRICE £195,000

FREEHOLD



SITUATED IN THE HIGHLY REGARDED RURAL VILLAGE OF CRIDLING STUBBS, A SUBSTANTIAL DETACHED BUNGALOW OFFERING FLEXIBLE LIVING ACCOMMODATION THROUGHOUT AND HAVING LARGE GARDENS AND OPEN VIEWS

### 3 BEDROOM DETACHED BUNGALOW

- Entrance Hall
- Sitting Room
- Lounge
- Kitchen
- Breakfast Room
- Conservatory
- Utility Room
- Cloakroom

Offered for sale with vacant possession is this substantial brick built three bedroom detached bungalow standing on good sized gardens and located in this charming rural village of Criddling Stubbs with outstanding views over the local countryside.

The property offers spacious and flexible accommodation throughout and is ideally suited for a family or to those looking to accommodate a relative wanting independent living.

Internally, the accommodation comprises of an entrance hall, lounge, sitting room, conservatory, kitchen, breakfast room, utility room, cloakroom and three bedrooms, whilst externally the property boasts large front and rear gardens, driveway with garage, workshop and to the rear garden a brick built greenhouse.

The property also features full UPVc double glazing and oil fired central heating throughout as well as having a security alarm system

With easy access to the A1(M) this is a fantastic opportunity to purchase your next home in the very popular East Yorkshire countryside.



136, 136a & 136b BECKETT ROAD, DONCASTER, DN2 4AZ

GUIDE PRICE £125,000 - £135,000

FREEHOLD



A MIXED RESIDENTIAL / COMMERCIAL INVESTMENT

**INVESTMENT OPPORTUNITY**

A suburban retail investment located in a popular and busy district of Doncaster and comprising two retail units, a first floor 1/2 bedroom flat and a rear store currently producing £13,540 Per Annum, with potential to increase the rent by letting the vacant rear store.

Nearby occupiers include Cooplands and Rhythm & Booze. Freehold, Subject to Occupational Leases.

Of interest to investors seeking an immediate income.

**JONES & CO**  
SOLICITORS

**Experienced Property Professionals**

Established in 1780, Jones and Co have a wealth of experience and our team can advise you on:

- Residential sales & purchases
- Buy to Let purchases
- Pre-Auction legal packs
- Post-Auction completions
- Tenancy Agreements
- Commercial Developments
- Leases
- Capital Gains Tax



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[www.jonessolicitors.co.uk](http://www.jonessolicitors.co.uk)

Jones & Company is regulated by the Solicitors Regulation Authority. (Established 1780)



## LOT/07

14 ATHOLL CRESCENT, INTAKE, DONCASTER, DN2 6HY

GUIDE PRICE £39,000

LEASEHOLD



OF INTEREST TO BUY TO LET INVESTORS AND FIRST TIME BUYERS ALIKE

### 2 BEDROOM GROUND FLOOR FLAT

Conveniently located within easy reach of the Doncaster Royal Infirmary Hospital and the town centre is this ground floor flat which may be of potential interest to first time buyers looking to step onto the property ladder or investors as the property is capable of generating a rental income in the region of £395pcm.

The accommodation comprises of an entrance hall, lounge, kitchen, two double bedrooms and a bathroom. The property has designated front garden, gas central heating and double glazing.

## LOT/08

LAND AT APLEY ROAD, HYDE PARK, DONCASTER, DN1 2AY

GUIDE PRICE £10,000 - £15,000

FREEHOLD



POTENTIAL DEVELOPMENT OPPORTUNITY  
(subject to planning permission)

### DEVELOPMENT OPPORTUNITY

The land is situated on Apley Road, Doncaster which forms part of the Hyde Park district. The location is in walking distance of the central main retail area of Doncaster and is well located for access onto the arterial routes which form the bypass.

A potential building plot with an approximate frontage to Apley Road of 8 metres, narrowing to approximately 4.5 metres. The depth of the site is approximately 22 metres. The site has the potential to accommodate at least 1 no. detached dwelling, subject to Planning Permission

LOT/09

40 WILLIAM STREET, GOLDTHORPE, ROTHERHAM, S63 9AX

GUIDE PRICE £24,000

FREEHOLD



**IN NEED OF FULL REFURBISHMENT AND OF INTEREST TO INVESTORS AND PROPRY DEVELOPERS**

### 2 BEDROOM END OF TERRACE

Located within a popular rental area and of particular interest to investors, property developers and speculators.

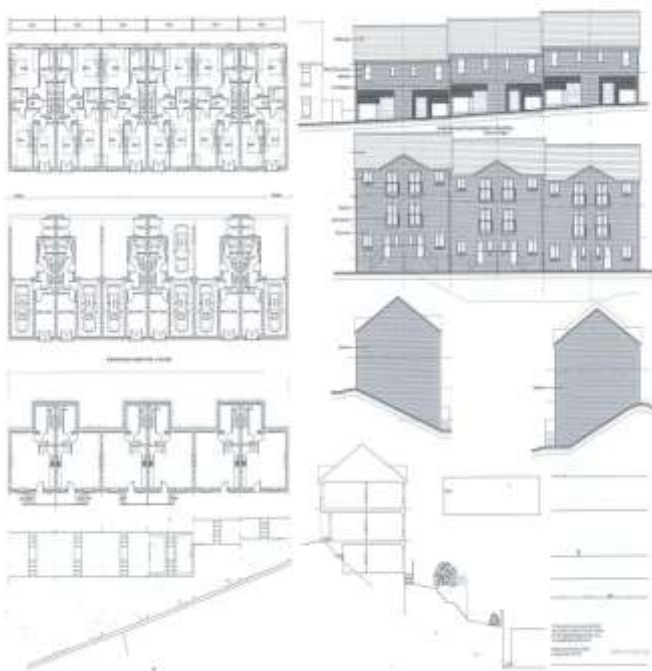
The property requires a full scheme of modernisation and refurbishment throughout. There is gas central heating and double glazing and the accommodation comprises of a lounge, dining kitchen, rear lobby and a bathroom to the ground floor. To the first floor there are two double bedrooms. Outside there is an enclosed rear yard with potential for off street parking.

LOT/10

LAND AT DOLCLIFFE ROAD, MEXBOROUGH, S64 9AZ

GUIDE PRICE £40,000

FREEHOLD



**LAND WITH PLANNING PERMISSION GRANTED FOR 6 DWELLINGS**

### DEVELOPMENT OPPORTUNITY

0.25 acres (0.1 Hectares) Residential Development Site with the benefit of full Planning Permission for the development of six no. three storey townhouses with garaging. The existing proposals account for 3 no. bedrooms, 2 no. bathrooms, living room / kitchen and an additional family room or study on the Ground Floor. Each property has two off street car parking spaces (including garage).

Planning Permission was granted on 9th December 2009 by Doncaster Metropolitan Borough Council under reference 09/02444/FUL.

LOT/11

98 HIGH STREET, DUNSVILLE, DONCASTER, DN7 4BY

GUIDE PRICE £85,000

FREEHOLD



DETACHED RETAIL UNIT WITH ANCILARRY OFFICES  
AND STORAGE/WORSHOP ACCOMMODATION

### COMMERCIAL PREMISES

Occupying a prominent position on the main High Street in Dunsville, this property could be used for retail and commercial purposes or converted into a 3/4 bed detached home.

Of interest to developers, self builders, owner occupiers and investors. Previously marketed at £155,000. Freehold with Vacant Possession.

**SIX WEEK COMPLETION AVAILABLE.**

## BARNSDALES PLANNING CONSULTANCY

At Barnsdales, we pride ourselves on recognising the needs of our clients in what can be described as a challenging market place for home sellers. We endeavour to work with you to deliver a professional service to help you achieve your personal and commercial goals. Not only do we provide an unparalleled level of expertise in residential and property advice from sales right through to asset management, following the expansion of Barnsdales we can now offer a Planning Consultancy service.

Covering all aspects of Planning and Consultancy services, our highly experienced and skilled chartered consultants lead our clients through the complexities of their development project. We work hand in hand with property developers, builders and individuals and work hard to tailor our solutions to meet the needs of each client. Our services include working on your land, buildings and property portfolios to ensure you are aware of the best options and opportunities that will maximise and add value to your development. We have particular knowledge and expertise in advising on the prospects of obtaining planning permission, working on your planning strategies, negotiation of applications and liaising with other professionals and consultants if appropriate.

As with everything we do, our clients can rely on our commitment to work proactively with you and exceed your expectations. Unlike other firms in the area, our in-house Planning Consultancy team ensures that we are a one-stop shop. By taking a holistic approach to our services, we can offer you the whole package; saving you time and money. From inception to completion of your project, we work as a team to provide you with the services you need from planning and development, to the sale of the property.

For peace of mind and quality of service, please call **Max Jones** on **01302 308172** or email [max@barnsdales.co.uk](mailto:max@barnsdales.co.uk) for more information about how Barnsdales can help you.

# ENERGY PERFORMANCE CERTIFICATES (EPC'S)

LOT/02

**Energy Performance Certificate**

11, Theobald Avenue, BIRMINGHAM, B15 2TH

Building type: Other residential  
 Date of assessment: 11 July 2012  
 Date of certificate: 17 July 2012

Reference number: 1002/2012/023/0002  
 Type of assessment: Local authority building  
 Year from issue: 10 yr

Use this document if:  
 1. You are buying or selling a property to see what a building's energy efficiency is.  
 2. You are letting a property to see what a building's energy efficiency is.  
 3. You are letting a property to see what a building's energy efficiency is.

**Estimated energy costs of heating for 3 years**

Current energy costs	Estimated energy costs
£12,100	£11,800

**Estimated energy costs of hot water**

Current energy costs	Estimated energy costs
£1,100	£1,100

**Energy Efficiency Rating**

The graph shows the current energy efficiency of your home. The higher the rating the lower your fuel bills are likely to be. The current rating shows the effect of improving the recommendations on page 5. The average energy efficiency rating for a building in England and Wales is 69 out of 100.

**Recommended measures**

Measure	Estimated cost	Typical savings per year	Available with
1. Cavity wall insulation	£300 - £1,000	£87	Green Deal
2. Hot water tank insulation	£50 - £100	£13	Green Deal
3. Draught proofing	£100 - £500	£15	Green Deal

Page 1 of 2

LOT/04

**Energy Performance Certificate**

21, Pugin Terrace, BIRMINGHAM, B15 2TH

Building type: Other residential  
 Date of assessment: 20 February 2009  
 Date of certificate: 27 February 2009

Reference number: 1002/2009/010/0002  
 Type of assessment: Local authority building  
 Year from issue: 10 yr

**Energy Efficiency Rating**

The graph shows the current energy efficiency of your home. The higher the rating the lower your fuel bills are likely to be. The current rating shows the effect of improving the recommendations on page 5. The average energy efficiency rating for a building in England and Wales is 69 out of 100.

**Recommended measures**

Measure	Estimated cost	Typical savings per year	Available with
1. Cavity wall insulation	£300 - £1,000	£87	Green Deal
2. Hot water tank insulation	£50 - £100	£13	Green Deal
3. Draught proofing	£100 - £500	£15	Green Deal

Page 1 of 2

LOT/05

**Energy Performance Certificate**

16, Wrights Lane, BIRMINGHAM, B15 2TH

Building type: Other residential  
 Date of assessment: 10 July 2012  
 Date of certificate: 17 July 2012

Reference number: 1002/2012/023/0002  
 Type of assessment: Local authority building  
 Year from issue: 10 yr

**Energy Efficiency Rating**

The graph shows the current energy efficiency of your home. The higher the rating the lower your fuel bills are likely to be. The current rating shows the effect of improving the recommendations on page 5. The average energy efficiency rating for a building in England and Wales is 69 out of 100.

**Recommended measures**

Measure	Estimated cost	Typical savings per year	Available with
1. Cavity wall insulation	£300 - £1,000	£87	Green Deal
2. Hot water tank insulation	£50 - £100	£13	Green Deal
3. Draught proofing	£100 - £500	£15	Green Deal

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LOT/06

**Energy Performance Certificate**

11, Theobald Avenue, BIRMINGHAM, B15 2TH

Building type: Other residential  
 Date of assessment: 11 July 2012  
 Date of certificate: 17 July 2012

Reference number: 1002/2012/023/0002  
 Type of assessment: Local authority building  
 Year from issue: 10 yr

**Energy Efficiency Rating**

The graph shows the current energy efficiency of your home. The higher the rating the lower your fuel bills are likely to be. The current rating shows the effect of improving the recommendations on page 5. The average energy efficiency rating for a building in England and Wales is 69 out of 100.

**Recommended measures**

Measure	Estimated cost	Typical savings per year	Available with
1. Cavity wall insulation	£300 - £1,000	£87	Green Deal
2. Hot water tank insulation	£50 - £100	£13	Green Deal
3. Draught proofing	£100 - £500	£15	Green Deal

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LOT/07

**Energy Performance Certificate**

21, Pugin Terrace, BIRMINGHAM, B15 2TH

Building type: Other residential  
 Date of assessment: 20 August 2008  
 Date of certificate: 27 August 2008

Reference number: 1002/2008/010/0002  
 Type of assessment: Local authority building  
 Year from issue: 10 yr

**Energy Efficiency Rating**

The graph shows the current energy efficiency of your home. The higher the rating the lower your fuel bills are likely to be. The current rating shows the effect of improving the recommendations on page 5. The average energy efficiency rating for a building in England and Wales is 69 out of 100.

**Recommended measures**

Measure	Estimated cost	Typical savings per year	Available with
1. Cavity wall insulation	£300 - £1,000	£87	Green Deal
2. Hot water tank insulation	£50 - £100	£13	Green Deal
3. Draught proofing	£100 - £500	£15	Green Deal

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LOT/09

**Energy Performance Certificate**

16, Wrights Lane, BIRMINGHAM, B15 2TH

Building type: Other residential  
 Date of assessment: 10 July 2012  
 Date of certificate: 17 July 2012

Reference number: 1002/2012/023/0002  
 Type of assessment: Local authority building  
 Year from issue: 10 yr

**Energy Efficiency Rating**

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Page 1 of 2

# Memorandum of Sale

LotNo:.....

Price:.....

Property

Address:.....

Name of Vendor:..... .....
Address of Vendor: ..... ..... ..... .....
Postcode: .....
Telephone: .....

Name of Purchaser: ..... .....
Address of Purchaser: ..... ..... ..... .....
Postcode: .....
Telephone: .....

It is agreed that the Vendor sells and the Purchaser buys the property described in the accompanying particulars and \*conditions of sale subject to their provisions and the terms and stipulations in them at the price above mentioned

Purchase Price: £.....

Balance: £.....

Deposit: £.....

Completion Date:.....

We acknowledge receipt of the deposit in the form of

Name of Vendors Solicitor: ..... .....
Address of Vendors Solicitor: ..... ..... ..... .....
Postcode: .....
Telephone: .....

Name of Purchasers Solicitor: ..... .....
Address of Purchasers Solicitor: ..... ..... ..... .....
Postcode: .....
Telephone: .....

For the purpose of this contract, the conditions of sale include the three sections of the RICS Common Auction Conditions, the Glossary, Conduct of the Auction and the General Conditions.

In addition and at the same time, the purchaser is required to pay by cheque to the Auctioneer an Administration Charge of £240 including VAT.

# Pre-Auction Procedures

## NEW MONEY LAUNDERING REGULATIONS

In order to comply with the Proceeds of Crime Act 2002 and the Money Laundering Regulations Act 2003, both Sellers and Buyers at auction will have to provide formal identification in the form of one item from the following two groups:-

### A) *IDENTITY DOCUMENTS* (one of the following)

- Current signed passport
- Current UK driving license
- Resident permit
- Revenue tax notification

&

### B) *EVIDENCE OF ADDRESS* (one of the following)

- Utility bill - issued within the last three months (not mobile phone bill)
- Local Authority tax bill for the current year
- Bank, building society or credit card statement containing current address
- Most recent mortgage statement
- Current UK driving license (not used for evidence of name)

## CONDITIONS OF SALE

All properties in the catalogue are sold subject to the Conditions of Sale printed in this catalogue together with the Special Conditions relating to each individual lot. These, together with any related documentation will be available for inspection at the offices of the auctioneers and solicitors prior to the sale. Interested parties are deemed to buy in full knowledge of these whether or not they have actually inspected the Conditions. We recommend inspecting the legal documents once they are available and avoid leaving it until auction day. The legal packs will only be available for inspection at our Doncaster offices 7 days prior to the auction by prior appointment or at the auction venue from 5 pm onwards.

## ORDNANCE SURVEY

Boundaries are shown for identification purposes only and should not be taken as definitive.

## TENURE DETAILS

It is not always possible to provide tenure details relating to each lot at the time the catalogue is printed. Where we have written confirmation from the vendor's solicitor we will provide details. In the absence of written confirmation the tenure details will be omitted from the catalogue but, details will be included in the Conditions of Sale which will be available in our office for the days leading up to the auction.

## VIEWING AUCTION PROPERTY

Details of appropriate viewing arrangements are included with each lot in the catalogue. Open viewing times for some properties are also provided on a separate sheet. In cases of severe weather we recommend checking with the office to ensure that viewings are still being held. Viewing times will begin and end promptly as stated and your co-operation is appreciated.

## SURVEYS

If you wish to have a survey carried out on the property prior to the auction please refer your surveyor to us as soon as possible and appropriate arrangements will be made. We cannot always accommodate last minute requests.

## GUIDE AND RESERVE PRICES

Guide prices are published to assist potential purchasers and attempt to reflect the initial anticipated price expected to be achieved at auction. The reserve price is the lowest amount which the seller is prepared to accept at the auction and will not be disclosed. This figure may be higher or lower than the guide price and will reflect the amount of interest in the property prior to the auction.

## REGISTRATION OF INTEREST

If you are interested in a particular property, we advise you to register your interest with us as soon as possible. We can then make you aware of any alterations and, if requested inform you when the legal documentation is received. A bidder's registration form should be completed on or before the auction date.

## PRE-AUCTION OFFERS

We anticipate that the lots in this catalogue will be offered, as advertised, on the day of the sale. There may be circumstances where the acceptance of an offer prior to the auction may be considered. However, only unconditional offers will be submitted, i.e. those which are not subject to mortgage, survey, searches, etc.

If you are interested in purchasing a property prior to the auction you must submit the offer in writing confirming your details, solicitors, financial arrangements and the amount of the offer. Details will then be submitted in writing to the seller and we will contact you within 48 hours should they wish to accept the offer. If an offer is accepted, the property will remain in the sale until you have exchanged contracts with us under auction conditions. If you do not hear from us within 48 hours you must assume that the property will remain in the auction as planned, which is usually the case.

#### TELEPHONE /PROXY BIDS

We advise that you attend the auction in person if you are bidding for a particular lot. If however you are unable to come to the sale or have someone bid on your behalf, you may choose to bid by proxy or by telephone .The appropriate form together with the deposit requirements will either be printed at the end of this catalogue or will be available on request from our offices

#### ALTERATIONS

Should any of the properties mentioned in this catalogue be withdrawn from sale or if any alterations arise, details will be provided or may be included on our website. An addendum sheet will also be distributed prior to the auction and alterations will be referred to by the auctioneer prior to each particular lot.

## At And After The Auction

#### AUCTION PROCEDURE

If you would like to bid at the auction a bidder's registration form should be completed. You will be asked to provide your name, address and telephone number and if you are bidding on behalf of somebody else we will need the details of that person or company. We will also request the name and address of the solicitor acting on your behalf. The vendor's solicitor will usually be present at the sale room and will oversee the signing of the contract either straight away or at the end of the auction should you wish to bid on another property.

#### THE DEPOSIT

The amount of the deposit required in each case will be stated in the Conditions of Sale and will usually be 10% of the purchase price subject to a minimum of £1,500. Payment must be made at the saleroom and failure to do so may lead to that lot being re- offered. All cheques are banked immediately after the auction and you must ensure that you have adequate funds in your account. It should also be noted that some auction contracts also have a provision for payment of the vendor's fees.

#### BUYER'S ADMINISTRATION FEE

Please note there is an administration fee of £240 including VAT on each Lot. Payment can be made by Cash or cheque following the ID check.

# Registration Form for Bidding by Proxy or Telephone

(Please delete either Proxy or Telephone)

Date of Auction:.....

Lot No:.....

Property Address:.....

Maximum Bid\* (numbers and words):

£.....

(\*the bid must be a definitive figure)

Method of Payment of deposit (please fill in appropriately)

Enclosed is a cheque or bankers draft for the 10% deposit £ .....payable to Barnsdales Ltd. Auctions or I will be paying the 10% deposit £ .....by bank transfer no later than 5 pm on the day before the auction to Barnsdales Ltd. Auctions (bank details will be made available upon request)

## BIDDER'S DETAILS

Bidder Name(s): .....

Address: .....

Postcode:.....

Home Tel:.....

Business Tel:.....

Mobile:..... Email:.....

Please tick the number you would prefer us to call you on. If we cannot contact you on your preferred number we will try you on the other numbers you have provided to us.

## PURCHASER'S DETAILS (if different from Bidder and including Ltd. companies)

Bidder Name(s) .....

Address: .....

.....Postcode:.....

Tel:.....

## SOLICITOR'S DETAILS

Firm Name: ..... Person Acting:.....

Address: .....

.....Postcode:.....

Tel:.....

I hereby authorise Barnsdales Ltd. to bid on my behalf by proxy/telephone for the property detailed above in accordance with the Terms set out below/overleaf. If my bid is successful, I authorise Barnsdales Ltd. to sign the Memorandum of Sale and any Addendum on my behalf. I understand that this means that I will be fully bound to purchase the property and must complete the purchase within the time specified in the Conditions of Sale. I further understand that if I fail to complete the purchase of the property, the seller of the property will have a right to make a claim against me for breach of contract.

Signature of Bidder:..... Date:.....



# Bidding by Telephone and Proxy

These Terms and Conditions apply to You and You will be bound by them if You bid by proxy or telephone.

Addendum Any amendment or addition to the General and Special Conditions of Sale whether contained in a supplement to the catalogue, a written notice from the auctioneers or an oral announcement at the Auction.

Auction the auction of the lot number referred to on the front of this Form.

Auction Catalogue the catalogue to which the Conditions of Sale refer to.

Conditions these Terms and Conditions.

Conditions of Sale the common auction conditions for auctions of real estate in England and Wales, edition 3, August 2009 and published by the Royal Institute of Chartered Surveyors and the special conditions that relate to the Lot.

Cut off Point is at 5 pm on the day before the Auction.

Form the document which comprises these Conditions.

Lot the lot attaching to the lot number referred to on the front of this Form

Memorandum of Sale The form so headed (whether or not set out in the Auction Catalogue) in which the terms of the contract for the sale of the Lot are recorded.

Property the property which is the subject of the Auction and which is identified by the Lot number on the front of this form.

We, Us, Our Barnsdales Ltd. 7 Thorne Road, Doncaster. DN1 2HJ.

You, Your the person who entrusts Us to act on their behalf in respect of the Auction and whose details are written on the front of this Form.

## 1. THE FORM

1.1 This form must be fully completed, signed and dated by You and sent by post or delivered by hand to 7 Thorne Road, Doncaster. DN1 2HJ.

1.2 When You submit this Form to Us this will be an offer by You to engage Us to bid for the Lot on your behalf in accordance with these Conditions.

1.3 The offer will only be accepted by Us when we provide You with confirmation by telephone or email that we have received and accepted this Form. At that point You will have instructed Us and We will have accepted Your instructions to bid for the Lot on Your behalf in accordance with these Conditions.

1.4 The Form must be received by us not less than 24 hours prior to the start of the Auction together with the deposit payment referred to in Clause 3.

1.5 A separate form should be completed for each Lot for which You require Us to bid on Your behalf.

1.6 We do not charge You a fee for bidding on Your behalf by telephone or by proxy. As such any liability We have to You is limited to the extent We have acted in a negligent or fraudulent manner.

1.7 We reserve the right to refuse Your instructions to act on Your behalf to bid by telephone or proxy. We may tell You why We have refused

Your instructions but We are not obliged to do this.

## 2. BIDDING CONDITIONS

2. 1 In respect of any Lot and the Property which is the subject of that Lot We will assume that You have (and it is strongly recommended that You have):

2.1.1 fully inspected the Property and You are satisfied with and understand the Memorandum of Sale, Auction Catalogue, Conditions of Sale and any Addendum made up to and including the date of the Auction;

2.1.2 taken all necessary professional and legal advice;

2.1.3 made all appropriate enquiries, searches, surveys and inspections;

2.1.4 made yourself aware of any late changes in respect of the Auction, the Property and any information made available by the auctioneer in respect of the Property.

2.2. You are responsible for checking any relevant alterations to the Auction Catalogue, Memorandum of Sale, Conditions of Sale and any Addendum, on or before the date of the Auction.

2.3 We do not charge any fees for bidding by proxy or telephone on Your behalf. Therefore, we cannot accept any responsibility or liability to You if You do not follow the recommendations We make in these Conditions.

## 3. THE DEPOSIT

3.1 Each Form must be accompanied by a deposit payment made payable to Barnsdales Ltd. Auctions, which represents the greater of either:

3.1.1 10% of the maximum bid You are prepared to make; or

3.1.2 £1,500 which represents the minimum deposit we accept despite any special condition in the Conditions of Sale to the contrary.

3.2 The deposit payment must be paid in pounds sterling by cheque, banker's draft drawn from an approved financial institution such as a recognised bank, building society or bank transfer.

3.3 If You wish to pay the deposit by bank transfer You must do so before the Cut off Point.

3.4 If You provide Us with a cheque this will be treated as a warranty (promise) by You that You have adequate funds in Your account to meet the full amount of the deposit.

3.5 If the Property is sold for a figure which is less than Your maximum bid, and You are the successful purchaser, the deposit payment You have provided to Us will be used in full as Your deposit towards the Property.

3.6 The deposit will be held by Us as stakeholder on Your behalf. If Your bid is unsuccessful at the Auction, the banker's draft, cheque or bank transfer will be returned to You or destroyed (at your instruction) within 2 days.

#### 4.0 PROXY BIDS

4.1 We will bid on Your behalf during the Auction up to the maximum bid you authorise Us to make, as detailed on the Form.

4.2 You will be informed as soon as is practicable.

#### 5. WITHDRAWAL OF PROXY

If You wish to withdraw the bid or to attend the Auction to bid Yourself, then You must notify Us in writing or in person by the Cut off Point. If You do not do this We cannot be liable to You for any consequences of Us bidding by proxy on Your behalf.

#### 6. TELEPHONE BIDS

We will take all reasonable steps to contact You on the telephone numbers You provide to Us shortly before the appropriate Lot is offered for sale. We will relay the bidding to You as the sale proceeds. We cannot be responsible or have any liability to You if Your Form does not arrive on time, or We are unable to make contact with You by telephone.

#### 7. THE CONTRACT

If Your proxy/telephone bid is successful Your purchase will become subject to and bound by the terms in the Memorandum of Sale, Auction Catalogue, Conditions of Sale and any Addendum. We will sign these documents where necessary on Your behalf.

#### 8. DISCLOSURE OF BIDS

We act on behalf of sellers of properties at auctions. We operate so that at no time will the seller of a property be aware of any bids or maximum bids We have been authorised to make by proxy or telephone and the information You supply to Us will at all times be treated with complete confidentiality and integrity. If You would like more information as to how We operate on this basis, then please do not hesitate to ask.

#### 9. AUCTIONEER'S LIABILITY

9.1 We will do Our utmost to conform with Your instructions but will accept no liability whatsoever towards You in the event that Your bid is not made as a result of:

9.1.1 unclear instructions;

9.1.2 error, lack of clarity or confusion regarding this form or the deposit;

9.1.3 any change in the data, time and/or venue for the Auction;

9.1.4 interruption or suspension of telephone services;

9.1.5 You being unobtainable by telephone or becoming disconnected during the course of bidding; and/or

9.1.6 Any other factor beyond Our control.

9.2 In any such case, we shall not be held responsible or liable for any loss, cost, claim, demand or damage that You may incur as a result.

# RICS Common Auction Conditions (Edition 3)

**G6.5** If completion takes place after 1400 hours for a reason other than the seller's default it is to be treated, for the purposes of apportionment and calculating interest, as if it had taken place on the next business day.

**G6.6** Where applicable the contract remains in force following completion.

## **G7. Notice to complete**

**G7.1** The seller or the buyer may on or after the agreed completion date but before completion give the other notice to complete within ten business days (excluding the date on which the notice is given) making time of the essence.

**G7.2** The person giving the notice must be ready to complete.

**G7.3** If the buyer fails to comply with a notice to complete the seller may, without affecting any other remedy the seller has:

- (a) terminate the contract;
- (b) claim the deposit and any interest on it if held by a stakeholder;
- (c) forfeit the deposit and any interest on it;
- (d) resell the lot; and
- (e) claim damages from the buyer.

**G7.4** If the seller fails to comply with a notice to complete the buyer may, without affecting any other remedy the buyer has:

- (a) terminate the contract; and
- (b) recover the deposit and any interest on it from the seller or, if applicable, a stakeholder.

**G8.** If the contract is brought to an end If the contract is lawfully brought to an end:

- (a) the buyer must return all papers to the seller and appoints the seller its agent to cancel any registration of the contract; and
- (b) the seller must return the deposit and any interest on it to the buyer (and the buyer may claim it from the stakeholder, if applicable) unless the seller is entitled to forfeit the deposit under condition G7.3.

## **G9. Landlord's licence**

**G9.1** Where the lot is or includes leasehold land and licence to assign 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:

- (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:

- (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 the buyer is entitled that the seller subsequently receives in cleared funds.

**G10.3** Income and outgoings are to be apportioned at actual completion date unless:

- (a) the buyer is liable to pay interest; and
- (b) the seller has given notice to the buyer at any time up to completion requiring apportionment on the date from which interest becomes payable by the buyer; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the buyer.

**G10.4** Apportionments are to be calculated on the basis that:

- (a) the seller receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, 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.

Words in bold type have special meanings, which are defined in the Glossary. The general conditions (including any extra general conditions) apply to the contract except to the extent that they are varied by special conditions or by an addendum.

## **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) outgoings 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:

- (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.

## **G2. Deposit**

**G2.1** The amount of the deposit is the greater of:

- (a) any minimum deposit stated in the auction conduct conditions (or the total price, if this is less than that minimum); and
- (b) 10% of the price (exclusive of any VAT on the price).

**G2.2** The deposit

- (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.

**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.

**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.

**G2.5** Interest earned on the deposit belongs to the seller unless the sale conditions provide otherwise.

## **G3. Between contract and completion**

**G3.1** Unless the special conditions state otherwise, the seller is to insure the lot from and including the contract date to completion and:

- (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.

**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.

**G3.3** Section 47 of the Law of Property Act 1925 does not apply.

**G3.4** Unless the buyer is already lawfully in occupation of the lot the buyer has no right to enter into occupation prior to completion.

#### **G4. Title and identity**

**G4.1** Unless condition G4.2 applies, the buyer accepts the title of the seller to the lot as at the contract date and may raise no requisition or objection except in relation to any matter that occurs after the contract date.

**G4.2** If any of the documents is not made available before the auction the following provisions apply:

(a) The buyer may raise no requisition on 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:

(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.

**G4.3** Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):

(a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the buyer; and

(b) the covenant set out in section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the lot where the lot is leasehold property.

**G4.4** The transfer is to have effect as if expressly subject to all matters subject to which the lot is sold under the contract.

**G4.5** The seller does not have to produce, nor may the buyer object to or make a requisition in relation to, any prior or superior title even if it is referred to in the documents.

**G4.6** The seller (and, if relevant, the buyer) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Land Registry Rules when making application for registration of the transaction to which the conditions apply.

#### **G5. Transfer**

**G5.1** Unless a form of transfer is prescribed by the special conditions:

(a) the buyer must supply a draft transfer to the seller at least ten business days before the agreed completion date and the engrossment (signed as a deed by the buyer if condition G5.2 applies) five business days before that date or (if later) two business days after the draft has been approved by the seller; and

(b) the seller must approve or revise the draft transfer within five business days of receiving it from the buyer.

**G5.2** If the seller 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.

**G5.3** The seller cannot be required to transfer the lot to anyone other than the buyer, or by more than one transfer.

#### **G6. Completion**

**G6.1** Completion is to take place at the offices of the seller's conveyancer, or where the seller may reasonably require, on the agreed completion date. The seller can only be required to complete on a business day and between the hours of 0930 and 1700.

**G6.2** The amount payable on completion is the balance of the price adjusted to take account of apportionments plus (if applicable) VAT and interest.

**G6.3** Payment is to be made in pounds sterling and only by:

(a) direct transfer to the seller's conveyancer's client account; and

(b) the release of any deposit held by a stakeholder.

**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.







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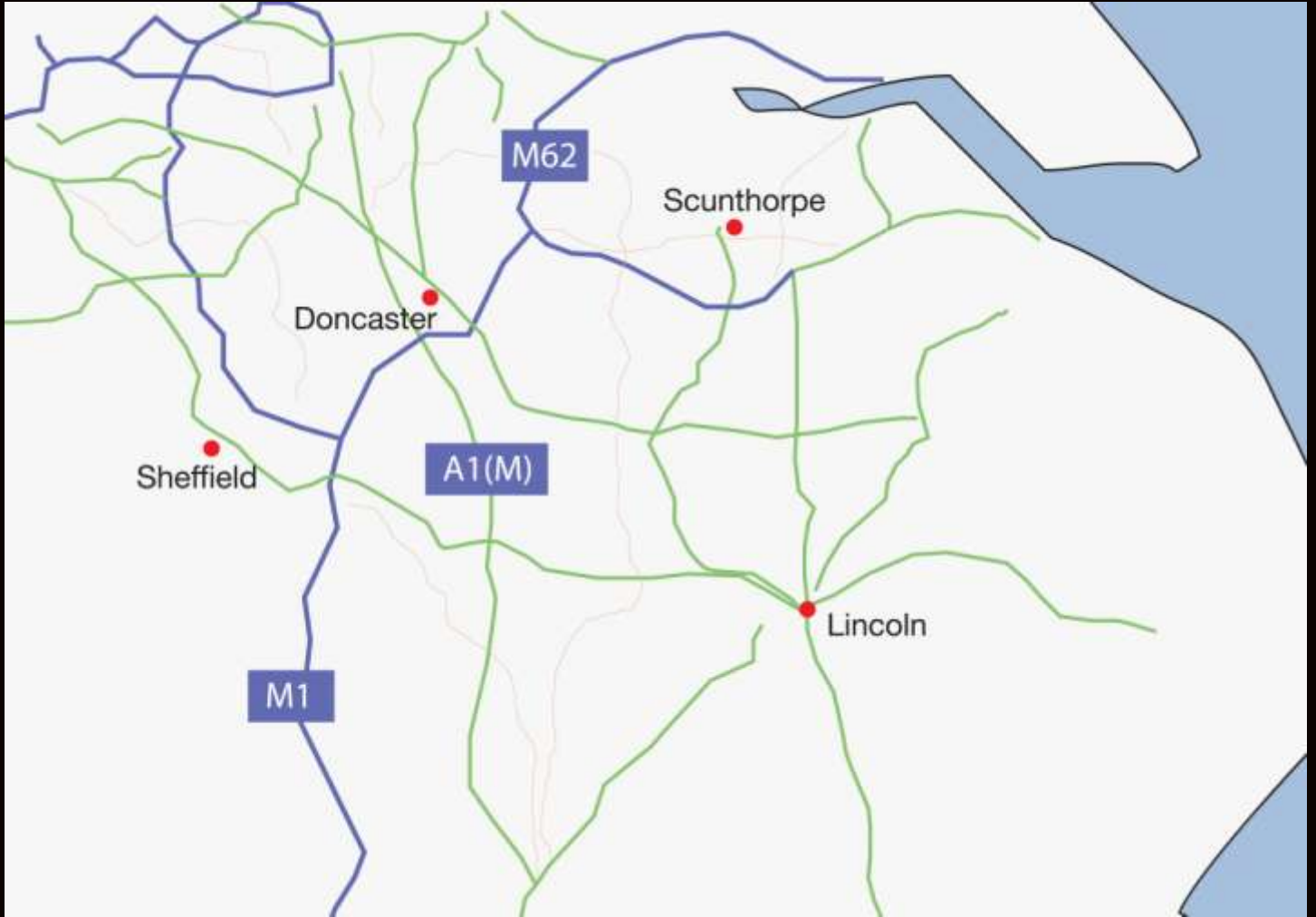


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## Summary of Barnsdales Professional Services



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DN15 7PT  
(Associate Office)

**SHEFFIELD OFFICE**

**barnsdales™**