



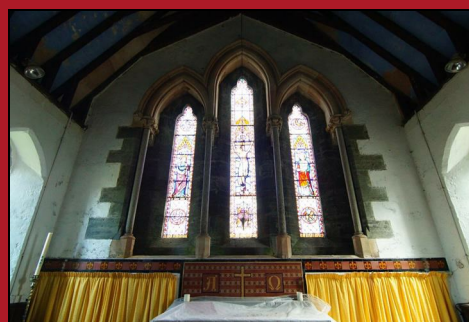
JONES PECKOVER

Property Professionals Since 1880

Chartered Surveyors • Auctioneers • Land & Estate Agents

47 Vale Street, Denbigh, Denbighshire, LL16 3AR

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Former St Thomas Church, Bylchau, Denbigh, LL16 5LS

- No Planning Permission in Place
- Stunning Views Over Vale of Clwyd
- Considerable Character
- For Sale By Public Auction
- Attractive Rural Setting
- Secluded Area
- Good Access to Local Amenities
- Tuesday 24th June 2025 6:30 pm

This former Church, which is not listed, occupies a most attractive rural setting on the periphery of this small rural village. Occupying a secluded area, it benefits from stunning views over the surrounding countryside and easy access to the nearby historic market town of Denbigh.

which JONES PECKOVER will offer for sale BY PUBLIC AUCTION at THE WHITE HOUSE, HOLYWELL ROAD, RHUALLT, LL17 0AW, on TUESDAY 24th JUNE 2025 at 6.30PM (subject to conditions and unless an acceptable offer is received in the meantime)

SITUATION

Bylchau is a rural settlement situated approximately 5 miles from Denbigh and 13 miles from Ruthin. The area benefits from a village primary school, whilst both towns provide a range of shops and supermarkets serving daily needs, public and private secondary schools and leisure facilities.

The A55 Expressway at St. Asaph is just 11 miles away, providing easy access along the North Wales Coast, to Chester and the motorway network beyond.

ENTRANCE PORCH

10'1" x 6'8" (3.078m x 2.055)

Outbuilt front entrance with stone arch, exposed timbers, slate tiled floor. Large arched front door to interior.

INTERIOR

61'9" x 20'1" (18.846 x 6.127)

High vaulted ceiling with exposed beams, high level windows to the side and rear elevations, stained glass windows overlooking the Vale.

VESTRY

12'7" x 6'2" (3.842 x 1.897)

OUTSIDE

A property occupying an elevated setting sitting within the graveyard with mature trees and substantial stone walling to the road side. The Church enjoys far reaching views over the surrounding rolling countryside across the Vale of Clwyd.

REGISTERED CHARITY NOTE

As a registered charity (registered charity number: 1142813) our client is required to obtain best value in all disposals of property in line with the provisions of the Charities Act 2011 and to ensure that terms are endorsed by a chartered surveyor as being in accordance with the Act.

PURCHASER'S COVENANTS

The property consists of the former church and land shown edged red on the plan.

The retained churchyard consists of the land shown edged and double hatched green and the accessway coloured and hatched

blue.

The property must not be used for:

- Manufacture, distribution or sale of alcohol.
- Religious use.
- Immoral, sacrilegious, offensive or noisy purposes; use for the occult or psychic mediums; use as a club or any use which may cause nuisance or annoyance to the vendor or the use of the retained churchyard; weddings.

The property must cease to be called St Thomas' Church and must not be called by any name that is associated with its use as a church or the dedication 'Thomas'.

The purchaser must agree:

- Not to interfere with the use of the retained churchyard or to interfere with any legitimate visitors. It shall be the vendor's decision as to who is a legitimate visitor. Access to the retained churchyard is not permitted except where there is a right of way granted or a licence for access to maintain has been granted.
 - Not to interfere with the vendor or legitimate visitors' use of the accessway. The purchaser must agree not to block or park on the accessway.
 - To contribute 50% of the cost of the maintenance of the accessway to the vendor.
 - Not to permit any animals onto the retained churchyard and to ensure that dogs or other animals in the ownership of the purchaser or anyone associated with the purchaser are secured such that visitors to graves are not frightened or intimidated.
 - Not to alter or demolish the property without the written permission of the vendor and if agreed to acquire all appropriate permissions and consents including those required under local or national legislation, statutory instruments or policies. The purchaser must copy full details of any planning application to the vendor at the time such an application is submitted.
 - To give the vendor notice of any proposal to remove where present any stained glass, fonts, altars, organs, bells, wall memorials or plaques from the property. If permission is granted, the items must be offered to the vendor who must be given three months from the date of removal to respond and collect the items.
 - Not to excavate any of the land included in the sale without obtaining all appropriate permissions and consents including those required under acts of parliament or local or national statutory instruments. The Disused Burial Grounds (Amendment) Act 1981 applies to any works and the purchaser will need to take legal advice to ensure familiarity with the details.
 - Not to erect any temporary or permanent buildings on the land included in the sale.
 - To maintain and keep the land included in the sale in a good and tidy condition.
 - To maintain the fencing between the property and the retained churchyard in a good condition.
- The vendor grants the purchaser:
- A pedestrian and vehicular right of way along the accessway



coloured blue.

- The right to enter onto the retained churchyard upon giving reasonable notice for the purpose of inspecting, maintaining and repairing the property. The purchaser must agree to obtain permission from the vendor to erect scaffolding on the retained churchyard.
- The right to lay, inspect and maintain services beneath the accessway coloured blue subject to faculty permission being obtained from the Diocese of St Asaph. The purchaser must agree to adhere to the Church in Wales' faculty regulations under the control of the Diocesan Court and to be bound by its decision or any decision of an appeal court.

If the property is sold to another party (the acquiring party), the purchaser will enter into a contract with the acquiring party and the Representative Body to the effect that the acquiring party will accept and uphold the covenants contained in the original conveyance and incorporate the same clause in the terms of any contract with any successive purchaser.

The purchaser will be responsible for meeting surveyors and solicitors' fees or any other reasonable costs incurred as a result of any variation, licence or contract relating to any of the above conditions.

PLANNING

The property currently falls within planning use D1 of the Use Classes Order. Alternative uses may be possible subject to planning permission. Prospective purchasers must make their own enquiries with the local planning authority if they wish to consider any changes to the use of the building.

CONTRACT OF SALE (D)

The Contract and Conditions of Sale will be available for inspection at the offices of the Agents, Jones Peckover, 47 Vale Street, Denbigh (Tel: 01745-812127) and the offices of the Vendors Solicitors for the 10 working days prior to the sale. They will also be available in the sale room prior to the sale, but they will not be read out at that time. Any queries or questions regarding the contents of the contract and the other documentation must be raised with the Vendors Solicitors or the Agents prior to the sale day and in any event, no later than 2 p.m. on the day of the sale. No questions will be permitted during the course of the sale.

IMPORTANCE NOTICE

None of the services, fittings or appliances (if any), heating installations, plumbing or electrical systems have been tested and no warranty is given as to their working ability. Interested parties should satisfy themselves as to the condition and adequacy of all such services and or installations prior to committing themselves to a purchase.

TOWN & COUNTRY PLANNING

The property, notwithstanding any description contained in these

particulars, is sold subject to any Development Plan, Tree Preservation Order, Town Planning Scheme, Agreement, Resolution or notice which may be existing or become effective, and also subject to any statutory provision(s), or By-Law(s) without obligation on the part of the Vendor or the Agents to specify them.

MISREPRESENTATION ACT

Messrs Jones Peckover for themselves and for the vendors or lessors of this property whose agents they are give notice that:- 1. The particulars are set out as a general outline only for the guidance of intending purchasers or lessees, and do not constitute, nor constitute part of an offer or contract. 2. All descriptions, dimensions, references to condition and necessary permissions for use and occupation, and other details are given without responsibility and any intending purchasers or tenants should not rely on them as statements or representations of fact but must satisfy themselves by inspection or otherwise as to the correctness of each of them. 3. No person in the employment of Messrs Jones Peckover has the authority to make or give any representation or warranty whatever in relation to this property.

PROOF OF IDENTITY -

In order to conform with new Money Laundering Regulations, we would ask all prospective buyers to provide two forms of identity at the sale, one as proof of address and one photographic. Please bring a passport or UK driving license together with a public utility bill, bank statement or local authority tax bill to the sale as well as prior to the sale completing one of our client registration forms. CASH WILL NOT BE ACCEPTED FOR PAYMENT OF THE DEPOSIT WHICH MAY ONLY BE PAID BY A BANKERS' DRAFT, BUILDING SOCIETY CHEQUE, COMPANY CHEQUE OR PERSONAL CHEQUE.

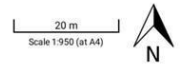
VENDORS SOLICITERS

Mr Richard John of Alun Thomas and John Solicitors, Crynfryn, 17 Eastgate Street, Aberystwyth, Ceredigion SY23 2AR
Telephone 01970 615900





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