

**26TH MAY 2021**

# **Cottons**

**CHARTERED SURVEYORS**

## **AUCTION**

WEDNESDAY 26TH MAY 2021

Commencing at 3:00 PM

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## **LOCATION**

Our Auction will be broadcast live on-line  
with bidding by Telephone, Proxy and Internet  
Bidding only

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0121 247 2233 [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)

**[www.cottons.co.uk](http://www.cottons.co.uk)**

## Important notice to be read by all bidders

### Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors. These conditions are available for inspection prior to the auction sale at the Vendors Solicitors and Auctioneers offices and online at [www.cottons.co.uk](http://www.cottons.co.uk) and will also be available for inspection in the sale room on the day of the auction, but they will NOT then be read.

The purchaser shall be deemed to bid upon these terms whether they have inspected the conditions or not

### Auctioneers Advice

If your bid is successful, you will have entered into a binding contract to purchase that particular Lot. It is therefore important that you consider the following:

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.

2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.

3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.

4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.

5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fittings, drains and any other pipework, appliances, heating systems and electrical fittings. Prospective purchasers are advised to undertake their own investigations.

6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.

## IMPORTANT NOTICE

All Bidders must arrive at the Auction with the required Identification Documents and an appropriate means of Deposit Payment. Full details are outlined below. If you fail to comply with these requirements, we will be unable to register you for Bidding.

### Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

Money Laundering Regulations were introduced by the Government from 1st March 2004 governing the way in which auction deposits are taken.

To comply with this Act, we require all purchasers to pay their deposit by any of the following methods:

- **Bank/Building Society Draft**
- **Personal/Company Cheque (All cheques must be accompanied by a Bank/Building Society statement showing proof of funds)**
- **Card Payments**
  - Please note that we accept Visa and Mastercard Personal Debit Cards
  - Personal Credit Cards are NOT accepted
  - Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
  - All Cards must be Chip & Pin enabled

All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

### ID

All purchasers will be required to provide proof of both their Identity and Current Address. We require that all parties intending to bid for any properties, must bring with them the following items:

- **Full UK Passport or Photo Driving Licence (for identification)**
- **Either a Recent Utility Bill, Council Tax Bill or Bank Statement (as proof of your residential address)**

### Third Party Bidding

If bidding on behalf of a third party, the bidder must provide the name and address of that third party on whose behalf they are bidding, together with required identification documents for both the successful bidder and for the third party, together with the third party's written authority under which the bid has been made.

7. We the Auctioneers may refuse to accept a bid. We do not have to explain why. If there is a dispute over bidding we are entitled to resolve it and our decision is final. Unless stated otherwise, each lot is subject to a reserve price. If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction. The seller may bid (or ask us or another agent to bid on the seller's behalf) up to the reserve price but not make a bid equal to or exceeding the reserve price. You accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the seller.

8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property they have purchased under the terms of the auction contract. The Auctioneers can arrange through their special "Auction Block Policy" insurance cover for 28 days from the auction date. This insurance is subject to receipt of instructions from the purchaser within 30 minutes of the sale, and subject to normal underwriting criteria.

9. At the fall of the hammer, the successful bidder must immediately present to the Auctioneers staff their name, address and solicitors details, and if bidding on behalf of a third party, the name and address of the person or company, on whose behalf they have been bidding. Proof of identity is required, so ensure that you bring with you a Driving Licence, Passport or other acceptable form of identification.

10. The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid before leaving the auction room. If the purchaser fails to comply with this condition, the money deposited, in part payment or the full purchase price, if this has been paid by the purchaser, shall be forfeited and any or all of the Lots may, at the discretion of the Auctioneers, be re-sold by public or private sale and any deficiency, together with all costs, attending such a re-sale, shall be made good by the defaulter at this sale.

**11. If any question should arise, not provided for in any of the conditions, the Auctioneers shall decide the same and their decision shall be final.**

12. The Auctioneers reserve the right to photograph successful bidders for security purposes.

13. The successful bidder will be required to pay an Administration Fee of £950 (inclusive of VAT), in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £250 (inclusive of VAT).

14. Value Added Tax: It is the responsibility of all bidders to inspect the legal packs and make their own enquiries relating to whether or not VAT will be charged in addition to the purchase price for a particular Lot.

15. If you have never been to an auction or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. All bidders are reminded that it is their responsibility to inspect the legal packs to satisfy themselves that they are fully aware of all terms and conditions including any Auctioneers or Solicitors fees/costs and Disbursements for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with once they have successfully purchased the property. The auctioneers assume that by bidding for a property you have made all appropriate enquiries.

16. Under the provisions of the general data protection regulations (GDPR), please review our privacy policy located on our website [www.cottons.co.uk/contact/](http://www.cottons.co.uk/contact/) if you require any clarification upon how we hold data.

If bidding for a company evidence of the company's incorporation, directorships and required identification documents for the authorised officer together with written authority to bid should be provided.

The successful bidder will be required to sign a contract and to deposit 10% of the purchase price or successful bid and pay the auctioneer's administration fee before leaving the auction room.

If you have questions regarding deposit payment or relating to the documentation required, then please do not hesitate to contact the auction department prior to the sale day.

### Misrepresentation Act

The Auctioneers for themselves and for the Vendors or Lessors of the 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 any offer or contract.
2. All descriptions, dimensions, references to conditions and necessary permissions for use and occupation and any other details are given in good faith and are believed to be correct. 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 the Auctioneers has authority to make any or give any representation or warranty whatever in relation to these properties.

### Definition

#### Definition of Guide Prices

The guide price is an indication of the seller's current minimum price expectation at auction and the guide price, or range of guide prices, is given to assist prospective purchasers. The guide price can be adjusted by the seller at any time up to the day of the auction in light of the interest shown during the marketing period and bidders will be notified of this change on our website and by the auctioneer prior to the lot being offered.

#### Definition of Reserve Price

The reserve price is the seller's minimum acceptable price at auction and the figure below which the auctioneer cannot sell. It is usual, but not always the case that a provisional reserve is agreed between the seller and the auctioneer at the start of marketing and the Final Reserve Price will be agreed between the auctioneer and the seller prior to the auction sale. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

# A COLLECTIVE AUCTION SALE OF 32 LOTS

Comprising of a range of Residential and Commercial, Vacant and Investment properties, Freehold Ground Rents & Land and Development Opportunities by instruction of a variety of Vendors including, Black Country Housing Group, Solicitors, Joint Property Agents, Companies and Private Clients.

Lot No.	Address	Tenure
1	3 Albert Street, Lye, Stourbridge DY9 8AG	Freehold Vacant Residential
2	509 Belchers Lane, Bordesley Green, B'ham B9 5XR	Freehold Vacant Residential
3	101 Meridale Road, Wolverhampton WV3 9SE	Freehold Vacant Residential
4	Oak Bungalow, Wood Lane, Edwyn Ralph, Herefordshire HR7 4LY	Freehold Vacant Residential
5	Flat 7 The Lindens, Rotton Park Road, Edgbaston, B'ham B16 9JH	Leasehold Residential Investment
6	17 Washbrook Lane & Building Plot, Norton Canes, Staffs WS11 9PE	Freehold Vacant Residential
7	344 Sheldon Heath Road, Birmingham B26 2RY	Freehold Vacant Residential
8	Land Rear Of 2298-2306 Stratford Road, Hockley Heath B94 6NY	Freehold Land
9	Alveley Industrial Estate, Alveley, Bridgnorth, Shropshire WV15 6HG	Leasehold Vacant Commercial
10	Unit 10, North Street Industrial Estate, Droitwich, Worcs WR9 8JB	Freehold Vacant Commercial
11	Unit 3 Upper Chapel Street, Tividale, Oldbury B69 2HS	Freehold Vacant Commercial
12	Units & Yard Chancel Ind. Est., Hickman Avenue, Wolverhampton WV1 2UH	Freehold Commercial Investment
13	48 Mount Street, Halesowen B63 4NU	Freehold Vacant Residential
14	Moose Centre, Woodward Street, West Brom B71 4AP	Freehold Vacant Commercial
15	365-367 Stockfield Road, Yardley, B'ham B25 8JP	Freehold Commercial Investment
16	Fgr 7 Daywell Rise, Rugeley, Staffs WS15 2RE	Freehold Ground Rent
17	Fgr 31 Daywell Rise, Rugeley, Staffs WS15 2RE	Freehold Ground Rent
18	Land Between 4 & 12 Seymour Road, Stourbridge DY9 8TB	Freehold Land
19	Paddock 21, Long Green, Nr Tewkesbury, Glos GL19 4QJ	Freehold Land
20	Paddock 22, Long Green, Nr Tewkesbury, Glos GL19 4QJ	Freehold Land
21	288 Highfield Road, Hall Green, B'ham B28 0DR	Freehold Vacant Residential
22	41 Hamstead Hill, Handsworth Wood, B'ham B20 1BU	Freehold Vacant Residential
23	Land Adj. 120 Dovehouse Lane, Solihull B91 2EP	Freehold Land
24	Parcel A, Berryfields Farm, Walsall Road, Aldridge WS9 0QB	Freehold Land
25	Parcel B, Berryfields Farm, Walsall Road, Aldridge WS9 0QB	Freehold Land
26	The Works & Land Adj 60 Compton Road, Cradley Heath B64 5BB	Freehold Vacant Commercial
27	22 Rowley Close, Hednesford,, Cannock, Staffs WS12 4ES	Freehold Residential Investment
28	23 Rowley Close, Hednesford,, Cannock, Staffs WS12 4ES	Freehold Residential Investment
29	Baptist Chapel, Temple Grafton, Alcester B49 6NS	Freehold Vacant Chapel
30	18 County Close, Woodgate, B'ham B32 3SZ	Freehold Vacant Residential
31	22 Higher Gunstone, Bideford, Devon EX39 2DG	Freehold Vacant Residential
32	13 Spring Street, Lye, Stourbridge DY9 7EJ	Freehold Vacant Residential

## Auctioneers:

Andrew J. Barden MRICS FNAVA, John Day FRICS FNAVA,  
Kenneth F. Davis FRICS, Stuart R. Tullah FNAVA

## Valuers:

Ian M. Axon ANAVA,  
Stephen D. Sutton B.Sc. (Est.Man.) FRICS,  
Dan O'Malley BSc (Hons) MRICS FNAEA FNAVA

## Auction Team:

Richard Longden B.Sc. (Hons.) MRICS, Julie Murphy,  
Sharron Sheldon, Mark Cullen, Tina Thornton,  
Jason Coombes BA MARLA MNAVA, Andrew Smith,  
Nick Burton, Richard Gaines.

## IMPORTANT NOTICE

This is a Live Online Auction.

The auction will go ahead with all bidders able to carry out telephone, proxy or internet bids to secure their purchases, however it will be held behind closed doors with no public attendance.

You must submit your telephone, proxy or internet bid by completing the form contained on Page 7 of this catalogue and also on our website, providing ID documents, proof of funds and then the required Bidding Security payments of £5,950, which shall be fully refunded in the event your bid is unsuccessful.

All Bidding Registrations should be received no later than 5.30 pm on Monday 24th May 2021 to allow sufficient time for processing. Please don't leave it too late.

Telephone Bids will be strictly on a first come first served basis.

To discuss any matter please contact the Auction Team on 0121 247 2233



**COVID – 19  
AUCTION UPDATE**

**In line with the Government's latest advice, we have taken the decision to broadcast our next Auction on Wednesday 26th May 2021, live online commencing at 3:00 PM.**

The auction will go ahead with all bidders able to carry out telephone, proxy or internet bids to secure their purchases, however it will be held behind closed doors with no public attendance.

You must submit your telephone, proxy or internet bid by completing the form contained in both our catalogue and our website, providing certified ID documents, proof of funds and the required payment which shall be refunded in the event your bid is unsuccessful. Once you submit your form, a member of our team will call you back to confirm your bidding approval. Any incomplete forms or forms not accompanied with required documentation will not be processed and you will be unable to bid.

Our Auctioneer, Andrew Barden, will conduct the Auction as normal and you will be able to watch and listen to him in real time via the 'watch live' feed on our Website.

The safety and health of our clients, customers and staff is our primary focus and due to these unprecedented times, we felt this was the only responsible course of action to take, whilst continuing to deliver a fully interactive auction experience for all those involved.

We are committed to providing the high level of service that our clients and customers expect and have a comprehensive phone and email system which allows our staff to work remotely if needed and stay connected during every step of the auction process.

**Auction Appraisal/Valuations**

Throughout this period of social distancing, whilst we are able to meet you and inspect your property, we are also offering Virtual Market Appraisals in order to provide our opinion on suitable Guide & Reserve prices for your property. Even without stepping inside your property, we can provide a Desktop Appraisal using our vast experience and knowledge of selling similar properties and access up-to-date market information along with our large database of historic property prices to give you a very accurate idea of how much your property could be sold for by auction. To assist us we shall require the property address, tenure, approximate size, list of rooms, condition, current rental/lease terms (if applicable) and would require to use one of the following methods to appraise your property:

1. Live video walk-through: We will provide you with a video conference link so that you can show us around your property.
2. Recorded walk-through: Just send us a Walk Through video including interior/exterior of your property.
3. Telephone appraisal: We can set up a telephone appointment to talk about your property in detail.

**Viewings**

**In accordance with Government Advice any Viewings will be conducted with full regard to social distancing and protecting the safety of our staff and customers at all times.**

It is intended that viewings will take place where possible on the vacant properties contained in our catalogue and a schedule will be produced and uploaded to our website. The viewing schedule will contain dates/times when we will conduct viewings along with guidelines which must be strictly adhered to by all persons attending. Viewings of investment properties are by courtesy of the tenants in occupation and no attempt should be made to contact the tenants directly in the event that access is unavailable. We have included on our website a comprehensive schedule of photos for each property along with internal video tours where possible. Please do not attend any viewings if you are suffering from any potential symptoms of Covid - 19 or have been in contact with any persons suffering from symptoms.

**Completion Dates**

Please check the legal documents (when available) as some sellers have agreed to offer their properties with extended completion dates to assist with any unforeseen delays due to current circumstances.

**We will endeavour to keep all our customers updated with any further changes to our operation via our website and social media channels. If you have any further questions, please do not hesitate to contact us on 0121 247 2233 or [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk).**

**In these unprecedented times of uncertainty, we will always strive to offer our clients and customers the highest possible service available and adapt to the difficult and changing circumstances faced by us all. We thank you in advance for your continued support and understanding and look forward to the time when normality returns. Until then our thoughts are with all those affected by Coronavirus both in the UK and around the world along with our heroic NHS Doctors, Nurses and Staff.**

**Please Stay Safe**

**Best Wishes**

**Cottons Auction Team**



## Covid-19 Auction Viewing Guidelines

**In accordance with the most recent up to date Government Advice all Auction Viewings will be conducted with full regard to social distancing and protecting the safety of our staff and customers at all times.**

**Please do not attend any viewings if you are suffering from any potential symptoms of Covid - 19 or have been in contact with any persons suffering from symptoms.**

In the first instance prospective purchasers must express their interest in a property by registering on our website to receive the Legal Documents along with viewing the video tours and the internal images available on our Online Catalogue.

Thereafter, you should register your details with us if you intend to view a property. A viewing schedule will be published containing viewings for each property (where applicable). You will be given an allocated viewing timeslot of 5 or 10 minute intervals. We will try and accommodate all internal viewing requests.

On Arrival we shall require your name and telephone number to check you have pre-registered to view. You will be prevented from viewing if this information is not provided or if you have not pre-registered.

You must wear a face covering while viewing. Hand sanitizer will be available on site.

We thank you in advance for your co-operation and apologise if we are unable to accommodate everyone. Please arrive promptly for your appointment. Queuing at a property must be avoided. Please adhere to social distancing while you are at the property and request that you are patient and respectful of any persons in front of you.

**Please do not attend any viewings if you are suffering from any potential symptoms of Covid - 19 or have been in contact with any persons suffering from symptoms.**



## Live Online Auction Buying Guide

### INTRODUCING COTTONS ONLINE AUCTIONS

Our Live Online Auction is a new, innovative and pioneering platform for buying and selling property. It provides all the benefits synonymous with traditional room auctions, including: speed, certainty of sale and transparency but with the added advantage of being able to bid pressure-free from the comfort of your own home or office via the Internet, telephone or using a pre authorised proxy bid in order to secure a purchase. The auction will be held behind closed doors with no public attendance and whereby our Auctioneer's, will conduct the Auction as normal and you will be able to watch and listen to the sale in real time via the 'watch live' stream on our Website.

**A STRAIGHTFORWARD PROCESS FROM START TO FINISH WITH STRESS-FREE BIDDING FROM THE COMFORT OF YOUR OWN HOME OR OFFICE**

#### REGISTRATION

**We offer a remote bidding services as follows:**

- **By telephone** - we will call you from the auction room
- **By proxy** – the auctioneer bids on your behalf
- **By Internet** - follow the auction via our website and place bids online

In order to take part and bid at our Live Online Auction, you must submit your telephone, proxy or internet bid by completing the form contained in both our catalogue and our website, providing ID documents, proof of funds and the required payment all of which shall be refunded in full in the event your bid is unsuccessful. Once you submit your form, a member of our team will call you to guide you through the process, ensuring all ID documents satisfy our Anti Money Laundering checks and taking payment of your bidding security and once completed they will confirm your bidding approval. All internet bidders will be provided with a unique PIN number enabling them to log on to our bidding platform on the auction day. Unfortunately, any incomplete forms or forms not accompanied with the required documentation or payment will not be processed and you will be unable to bid.

#### ACCEPT TERMS

By completing your Bidding registration form you are deemed to accept all terms & conditions contained in both the auction catalogue and contents of the legal pack applicable to the lot you are interested in and in doing so, you instruct Cottons to bid on your behalf and acknowledge that if your bid is successful you are legally bound by the terms of the sale contract/conditions including payment of the auction deposit along with any fees which are the responsibility of the buyer and you must complete this transaction within the timescale specified.

#### BIDDING SECURITY

Upon completion of our anti money laundering checks, we require payment of £5,950 equating to £950 auction administration fee and £5,000 bidding security all of which shall be refunded in full if your bid is unsuccessful. If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. Payment must be in cleared funds, made by bank transfer into our account in order to complete you bidding and our bank details will be provided once we have processed your bidding form.

#### DUE DILIGENCE

**Recommended Due Diligence Before Bidding**

In general terms, you are strongly advised to view the property and take professional advice as to its condition and suitability. You should also ensure that you thoroughly read and understand all of the documents contained within the legal pack, the auction marketing particulars, the auctioneer's terms and conditions and advice contained within the catalogue and any other associated documentation available online, and take proper legal advice accordingly. You should note in particular, any fees or costs which you will be responsible for if your bid is successful. Finally, in the event your bid is successful, you are the purchaser whereby you have entered into a legal binding contract and by bidding understand the legal importance of the contract you are entering into and the financial commitment that you will be liable for.



**GUIDES AND RESERVES**
**Understand the Guide and Reserve Price**
**What is a Guide Price?**

The Guide Price is an indication of the seller's current minimum price expectation at auction and the guide price, or range of guide prices, is given to assist prospective purchasers. It is not necessarily what the auctioneer expects to sell the lot for, and should not be taken as a valuation or estimate of sale price. The guide price can be adjusted by the seller at any time up to the end of the auction in light of the interest shown during the marketing period and bidders will be notified of this change on our website.

**What is a Reserve Price?**

The Reserve Price is the seller's minimum acceptable price at auction and is the minimum price that the Auctioneer is currently authorised by the vendor to sell the property for. Please note that Reserve may change throughout the course of marketing. Whilst the Reserve Price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

**THE AUCTION DAY**
**What happens on the day of the auction?**
**Addendum**

Before you bid it is essential that you check the Addendum on our website detailing any amendments or last-minute changes to the catalogue particulars or legal pack contents, that may have been made. These changes will form part of the Contract.

**Start of the Auction**

The auction will start promptly at the time stated on our website. The auctioneer will make a number of announcements about the auction procedure before commencing with the sale in numerical lot order.

**Bidding**

- The auctioneer will announce each lot and refer to any Addendum comments (last minute changes).
- The current lot being offered will be displayed on the 'watch live' stream on our website, which will also display the last bid taken for the lot being offered.
- All lots will be offered for sale subject to an undisclosed reserve price. The auctioneer will invite a starting bid and once received, will regulate the bidding increments and the property will be 'knocked down' to the highest bidder, assuming that the reserve is met or exceeded.
- Please note that questions will not be taken by the auctioneer once the auction is in progress. If you do have any last-minute queries, you should speak to a member of the auction team. Ultimately, our advice is, if you have any doubts, do not bid.

**FALL OF THE HAMMER**
**On the fall of the hammer**

When the hammer falls, if you are the highest bidder at or above the reserve price, you will have bought the lot. The properties offered for sale on our Online Auction Platform are sold on immediate, unconditional contracts. This means that the fall of the hammer constitutes an exchange of contracts between the buyer and seller. Both parties are legally bound to complete the transaction – usually within 20 working days following the close of the auction but this will be confirmed within the legal documentation.

The property is usually at your insurable risk from this point. Please ensure that you arrange your building insurance immediately after the sale.

Please Remember: Properties are not sold 'subject to contract', 'subject to finance' or 'subject to survey' when you buy at auction. They are sold unconditionally on the fall of the hammer. If you are the successful bidder, you or the named buyer are legally obliged to complete the sale.

**POST AUCTION**

If you are the successful purchaser, we'll be in touch following the auction to discuss the next steps.

**DEPOSIT**

You agree to pay both the contractual auction deposit equating to 10% of the purchase price along with the Buyers Administration Fee usually £950 (including Vat) by bank transfer within 24 hours of the auction ending. Your bidding security payment will be credited against the monies due. The contract/memorandum of sale will then be signed on your behalf by the auctioneer with copies being sent to both your solicitor and the seller's solicitor.

**FOR MORE INFORMATION CONTACT [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk) OR 0121 247 2233**



PLEASE RETURN THIS FORM TO  
bidding@cottons.co.uk

**PROXY, TELEPHONE & INTERNET BIDDING FORM**

Bidders unable to attend the auction may appoint Cottons to act as agent and bid on their behalf. Please read all Conditions Of Sale (inside front cover of catalogue), Auction Buying Guide and Terms and Conditions of Proxy, Telephone & Internet Bids below. You must submit your telephone, proxy or internet bid by completing this form, providing certified ID documents and proof of funds. Once you submit your form, a member of our team will call you to confirm receipt and assist you with this process. Upon completion of our anti money laundering checks, we require payment of £5,950 equating to £950 auction administration fee and £5,000

bidding security all of which shall be refunded in full if your bid is unsuccessful. If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. Only when we are satisfied with all documentation and payment has been received will you be approved for remote bidding. Any incomplete forms or forms not accompanied with required documentation or payment, will not be processed and you will be unable to bid.

**TYPE OF BID**

TELEPHONE (please one tick)      PROXY (please one tick)      INTERNET (please one tick)

**BIDDER INFORMATION**

Name

Company Name (if applicable)

Address

Contact Number

Contact Number for telephone bid on Auction Day

**SOLICITOR INFORMATION**

Name

Address

Telephone Number

Contact

**If your bid is unsuccessful**, due to Anti-Money Laundering regulations, we can only refund to the account from where the funds were received. Please confirm your Bank Account details in boxes provided below. We may need to request further information from you for verification purposes.

Name of Account Holder      Account No.      Sort Code

**LOT DETAILS**

LOT

Address

Maximum Bid (proxy bid)

Maximum Bid (words)

**PAYMENT DETAILS**

Payment Required

**£5,950**  
(Five Thousand, Nine Hundred and Fifty Pounds)

I confirm that I have read all Terms & Conditions. I hereby instruct Cottons to bid on my behalf and acknowledge that if my bid is successful I am legally bound by the terms of the sale contract/conditions including payment of the auction deposit along with any fees which are the responsibility of the buyer and I must complete this transaction within the timescale specified.

Signed

Date

**REMOTE BIDDING TERMS & CONDITIONS**

The form is to be completed in full, signed and returned to Cottons Chartered Surveyors, Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL by post or email at auctions@cottons.co.uk (Tel: 0121 247 2233), no later than 24 hours prior to the Auction date. It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone number above.

Please complete one form for each property you intend to bid for. Only when we are satisfied with all documentation and payment has been received will you be approved for remote bidding. Any incomplete forms or forms not accompanied with required documentation or payment, will not be processed and you will be unable to bid.

We will undertake an electronic ID check as part of our compliance with Anti Money Laundering regulations and will require two copies of your ID, a full UK Passport or Driving Licence and a recent utility bill or bank statement with your current address on. If you are bidding on behalf of somebody else, you will need to provide written authority from them instructing you to bid along with their full name, address and certified ID.

The Bidder shall be deemed to have read the auction catalogue available in either hard copy or on our website, inspecting the Conditions of Sale, Auctioneer's Advice applicable to the auction sale, the Auction Buying Guide, the particulars sale for the relevant Lot/s and the Legal Documents/Pack including the Contract/Special Conditions of Sale. The Bidder shall be deemed to have taken all necessary professional and legal advice and to have made enquiries and have knowledge of any announcements to be made from the rostrum and any addendum comments relating to the relevant Lot. The addendum is available on our website www.cottons.co.uk or at the Auction and is read by the Auctioneer prior to commencement of bidding.

The Proxy bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion. The auctioneer will not bid on Proxy bids beyond the maximum authorised bid and neither can they control the eventuality where a bid equal to the maximum proxy bid is placed by another bidder. Any amendment to the bid must be made in writing prior to the auction, or placed into the hands of the auctioneer on the day of the auction. The Maximum bid price on Proxy bids must be an exact figure.

The Telephone bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion. The

Auctioneer's will attempt to contact the bidder approximately 5-10 minutes prior to the Lot being auctioned. In the event of non-connection or break down of the telephone link during bidding and where clear instructions by the telephone bidder cannot be conveyed, we shall withdraw the telephone bid, and in this event the Auctioneer's accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Internet Bids - In the case of internet bidding, all bidders who have registered will be provided with a unique PIN number enabling them to log on to our bidding platform on the auction day and can commence bidding when the intended Lot is being offered, however should there be any interruption or suspension of internet services, the Auctioneer's accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Cottons make no charge for remote bidding services and reserve the right not to bid on behalf of any Telephone/Proxy/Internet bid for any reason whatsoever, and give no warranty, or guarantee and accept no liability for any bid not being made. In the event that the telephone, proxy or internet bid is successful the Auctioneer will sign the Contract/Memorandum of Sale on behalf of the Bidder (a Contract having been formed on the fall of the Auctioneer's Hammer). If your bid is successful, your details will be given to the sellers solicitor and you will be contacted by the Auctioneers as soon as possible after the Lot has been auctioned.

If you wish to withdraw your bid, the Auctioneers require emailed/written notification by 17:30 on the day prior to the Auction Sale and only upon confirmation by the Auctioneers will your bid be withdrawn. If the bidder or someone on their behalf decides to attend the Auction and cancellation of the remote bid is not received, this remote bid is still in place and the Auctioneer will not take any responsibility if you are therefore bidding against your own remote bid.

The Auctioneer's or the Seller hold the right to withdraw or sell the Lot prior to Auction, even if a remote bid has been received and processed.

The Auctioneers reserve the right to advise the seller of any remote bids which been received. If your bid is unsuccessful your Bidding Security will be returned in full as soon as practical after the auction, via BACS payment to the account details from where the payment was made and this process may take up to 5 working days.



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LOT No .....

**PROPERTY ADDRESS:** .....  
**OFFER PRICE:** .....

**CASH: £:** ..... **MORTGAGE:** .....

**PURCHASER DETAILS:**

**NAME:** ..... **COMPANY NAME:** .....  
**ADDRESS:** .....  
.....  
**POSTCODE:** ..... **EMAIL:** .....  
**TEL:** ..... **MOBILE:** .....

**SOLICITORS DETAILS:**

**NAME:** ..... **COMPANY:** .....  
**POSTCODE:** ..... **EMAIL:** .....

**OFFERS ACCEPTED PRIOR TO AUCTION**

**IF YOUR OFFER IS ACCEPTED YOU WILL BE REQUIRED TO EXCHANGE ON AUCTION CONTRACTS AND COMPLY WITH THE FULL AUCTION CONDITIONS OUTLINED IN BOTH OUR CATALOGUE AND RELEVANT LEGAL DOCUMENTS.**

**PLEASE TICK THE BOXES TO CONFIRM THAT YOU HAVE:**

- 1. VIEWED THE PROPERTY YOU ARE MAKING AN OFFER FOR
- 2. INSPECTED THE LEGAL DOCUMENTS RELATING TO THE PROPERTY YOU ARE MAKING YOUR OFFER FOR

1. A 10% deposit must be payable by cleared funds eg: Bankers Draft, Debit Card and you must be in a position to exchange contracts prior to the auction.  
Please note that we accept Visa and Mastercard Personal Debit Cards.  
Personal Credit Cards are **NOT** accepted.  
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2. You will also be required to pay the buyers administration fee of £950 including VAT on each Lot purchased.  
(£250 including VAT on Lots £10,000 and below)
3. We advise you to instruct your legal advisor to inspect the Legal Pack/Contract prior to you exchanging contracts.  
Most Legal Packs are available on our website [www.cottons.co.uk](http://www.cottons.co.uk) or call the office for further information on 0121 247 2233. Where applicable you should also have viewed the property.
4. We will undertake an electronic ID check as part of our Anti Money Laundering regulations and will require two copies of your ID, a full UK Passport or Driving Licence and a recent utility bill or bank statement with your current address on.

If you intend to submit an offer prior to Auction, you **MUST** complete this form available from our Auction website or in hard copy from our office, the Auction Catalogue or our viewing representatives. Offers submitted in any other way will not be considered.

Please note that the Sellers intention is to sell their property on the Auction day and they are not under any obligation to accept any offers received prior to the sale. Neither is a Seller under any obligation to consider any offers with a specified timescale and may wish to consider interest received from the pre-auction marketing of their property before they accept or decline any offer.

The Auctioneers reserve the right to decline without reference to the seller any offer if less than either the provisional reserve or less than any third party offer which has already been declined.

**PLEASE NOTE: NOT ALL LOTS ARE AVAILABLE FOR SALE PRIOR TO THE AUCTION.  
PLEASE CHECK WITH THE AUCTION TEAM ON 0121 247 2233**

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**Properties requiring a FAST, STRAIGHTFORWARD  
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**FRIDAY 11 JUNE 2021**

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### **AUCTION ADMINISTRATION FEE**

All buyers will be required to pay an Auction Administration Fee of £950 (Inclusive of VAT) payable on each Lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, in which case the fee will be £250 (Inclusive of VAT).

### **ADDITIONAL FEES / COSTS / CHARGES**

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**It is assumed all bidders have inspected the Legal Packs available on our website and in the Auction Room prior to bidding and are fully aware of all terms and conditions including any Fees / Costs / Charges for which they are responsible, completion dates and other relevant matters that they will be obliged to comply with, once they have successfully purchased the property.**



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On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000).

In addition an Administration fee of £950 (inclusive of VAT) being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £250 (inclusive of VAT).

Payment will be required by bank transfer within 24 hours of the auction ending and your bidding security payment will be credited against the monies due.

• All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

If you need any help please contact the Auction Team Tel 0121 247 2233

**LOT 1**

**Freehold Vacant End Terraced House with Two Bedrooms**

\*Guide Price: £65,000 - £70,000 (+Fees)

**By Instruction of Black Country Housing Group**  
**3 Albert Street, Lye, Stourbridge, West Midlands DY9 8AG**

**Property Description:**

A traditional end terraced house of two-storey rendered brick construction, surmounted by a pitched tile clad roof, set back from the road behind a small foregarden and benefitting from gas fired central heating, UPVC double glazed windows and two double bedrooms.

Albert Street is located off Cemetery Road which leads off Pedmore Road (A4036) and the property is located within half a mile from Lye High Street which provides access to a wide range of retail shops and amenities.

**Accommodation:**

**Ground Floor**

Front Reception Room: 3.41m x 3.32m, Rear Reception Room: 3.43m x 3.4m, Kitchen: 2.7m x 1.99m, Rear Entrance Hall, Bathroom: 2.28m x 1.39m with corner bath having shower over, wash basin and wc.

**First Floor**

Stairs and Landing, Bedroom One (Double): 4.45m x 3.3m, Bedroom Two (Double): 3.47m x 3.47m.

**Outside:**

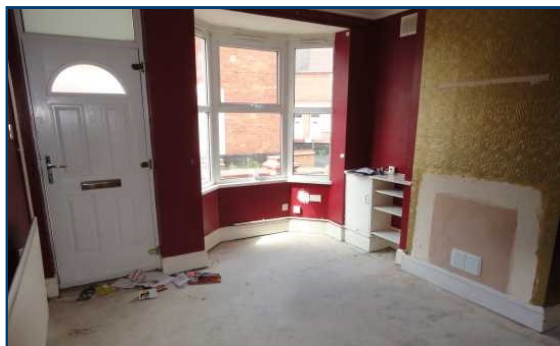
**Front:** Small walled foregarden, shared pedestrian entry access to rear.

**Rear:** Enclosed yard.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 223



**--- Legal Documents Online ---**



Legal documents for our lots are now or will be available online. Where you see the icon on the website you will be able to download the documents.

Please note all Legal Packs are available on our website and all parties wishing to inspect a Legal Pack must register their correct details and password with the site. The Legal Packs are updated regularly during our marketing but documents may be added or changed during this period prior to the auction. Whilst we will endeavour to inform all persons registered for Legal Packs of any changes it is the responsibility of all bidders to re-check the Legal Packs for any changes prior to bidding and the Auctioneers/ Vendors accept no liability whatsoever for a bidder not adhering to this advise.

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**LOT 2**

**Freehold Vacant Three Bedroom Terraced Property**  
\*Guide Price: £155,000 - £165,000 (+Fees)

**509 Belchers Lane, Bordesley Green, Birmingham, West Midlands, B9 5XR**



**Property Description:**

A mid terraced property of part rendered brick construction surmounted by a tiled roof set back from the road behind a lawned forgarden and paved driveway allowing for off road parking. The property benefits from having three double bedrooms, plumbing and radiators installed for gas fired central heating however we understand from the Vendor that this is no longer working and the potential for rear extension works subject to planning. The property does require modernisation and improvement throughout. The property is located on Belchers Lane close to the junction with Yardley Green Road and the property is within close proximity to the local shops and amenities located on Bordesley Green and within a quarter of a mile distance of Heartlands Hospital

**Accommodation:**

**Ground Floor**

Entrance Porch, Through Lounge, Under Stairs Storage Cupboard, Dining Room, Kitchen

**First Floor**

3 Double Bedrooms and Bathroom having panelled bath, wash basin and WC

**Outside:**

**Front:** Lawned forgarden and paved driveway allowing for off road parking

**Rear:** Brick built store x 2

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings** - Via Cottons – 0121 247 2233





**LOT 3**
**Freehold Vacant Presentable Mid Terraced House with 3 Bedrooms**

\*Guide Price: £80,000 - £89,000 (+Fees)

**101 Merridale Road, Wolverhampton, West Midlands WV3 9SE**
**Property Description:**

A mid-terraced house of two-storey brick construction, surmounted by an interlocking tile clad roof, in a much improved and presentable condition benefitting from UPVC double glazed windows and external doors, gas fired central, modern kitchen and bathroom fittings and well maintained rear garden. The property provides well laid out accommodation benefitting from three bedrooms and is ideally suited to first time buyers or investors.

The property is situated close to the junction with Merridale Gardens directly fronting Merridale Road and located approximately half a mile to the west of Wolverhampton City Centre.

**Accommodation:**
**Ground Floor**

Front Room: 3.34m x 3.4m, Rear Reception Room: 3.7m x 3.34m, Kitchen: 3.74m x 2.05m (max.) with an attractive range of modern fitted units, Utility Room: 1.94m x 1.48m, Bathroom: 1.69m x 1.37m with modern suite comprising panel bath with shower over, vanity wash basin and wc.

**First Floor**

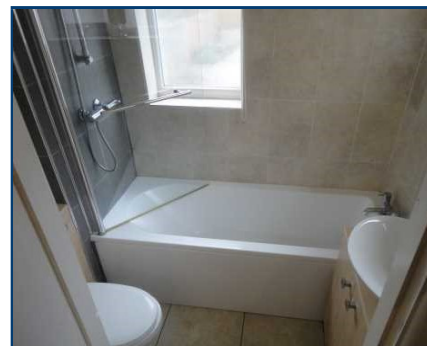
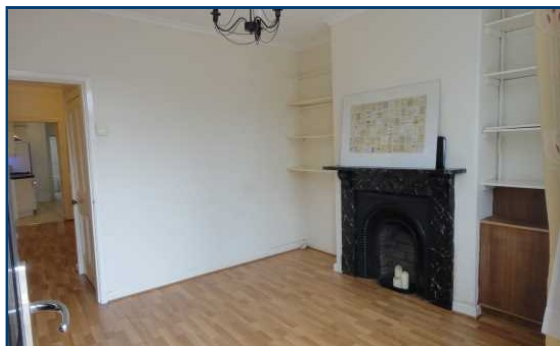
Stairs and Landing, Bedroom One: 3.34m x 3.4m, Bedroom Two: 3.73m x 2.4m, Bedroom Three: 4.17m x 2.14m

**Outside:**

**Rear:** Enclosed yard, pedestrian right of way and a separate gravel and paved garden.

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233


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**LOT 4**

**Freehold Vacant Bungalow set within Woodland/Amenity Land (7.6 Acres)**

\*Guide Price: £220,000 - £250,000 (+Fees)

**Oak Bungalow Wood Lane, Edwyn Ralph, Bromyard, Herefordshire, HR7 4LY**



**Property Description:**

A detached Bungalow of predominantly brick and block construction, surmounted by a pitched slate clad roof, requiring complete refurbishment and modernisation throughout but also offering scope for re-development including extension or a replacement dwelling, subject to obtaining relevant planning consent.

The property occupies an irregular shaped parcel of land extending to an area circa 7.6 acres and is approached from Wood Lane by way of a private driveway which leads to the Bungalow and beyond to gardens and extensive woodland/amenity land.

Edwyn Ralph comprises of a small village located off the B4214 and located approximately two and a half miles to the north of the market town of Bromyard and approximately 11 miles to the west of Worcester City Centre.

The village is a mix of predominantly detached private dwelling houses and bungalows and there is evidence on Wood Lane of a number of dwellings which have been substantially improved, extended and redeveloped.

**Planning:**

The property may be suitable for extension or redevelopment of a new alternative dwelling. The site may offer possibilities for further redevelopment and all parties should be aware that the sale includes an overage clause which is contained within the legal documents and will be triggered by any future development in excess of one single dwelling. All interested parties should discuss their proposals with the Local Planning Department at Herefordshire Council prior to bidding.

**Accommodation**

**Ground Floor**

Reception Hall, Toilet with wc, Lounge: 4.52m x 3.4m, Bedroom One/Rear Sitting Room: 4.51m x 3.09m, Dining Room: 3.54m x 3.55m, Kitchen: 2.62m x 1.32m, Bathroom: 1.8m x 1.56m with bath and wash basin, Bedroom Two: 3.63m x 3.3m (max), Veranda: 9.4m x 3m with brick store.

**Outside:**

Driveway and foregarden containing dilapidated Garage and Greenhouse.  
**Rear:** Garden and amenity land opening up to an area of extensive woodland which we understand contains a natural spring and is bordered to the northern boundary by a stream.

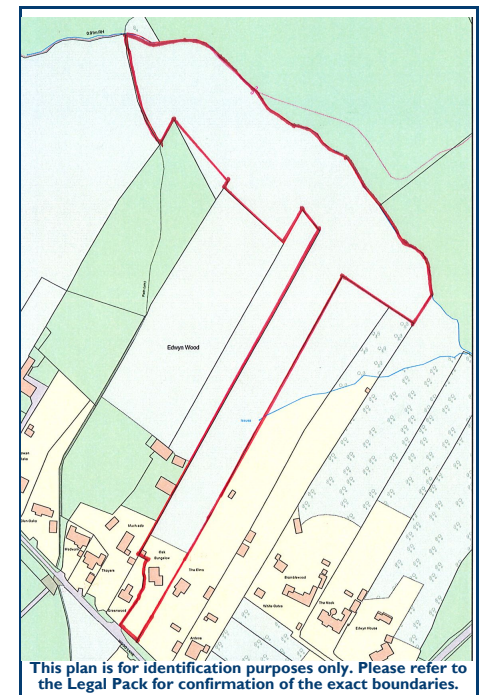
**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)  
Note: All parties should thoroughly inspect the Land Registry Title documents for confirmation of Tenure and exact site boundaries.

**Viewings:** Via Cottons - 0121 247 2233

**NRT**

**PROPERTY CONSULTANTS**



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.



**LOT 5**

**Leasehold Residential Investment Flat.**  
\*Guide Price: £58,000 - £64,000 (+Fees)

**Flat 7 The Lindens Rotton Park Road, Birmingham, West Midlands, B16 9JH**



**Property Description:**

A second floor studio apartment situated within a purpose built block set back from the road behind communal gardens and parking area. The property benefits from having electric heating and allocated parking space and the property is located within the St. Augustine Conservation Area. The Lindens is located on the corner of York Road and Rotton Park Road the latter being found off Hagley Road (A456) and being within a mile and a half distance from Birmingham City Centre.

The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £375 pcm (£4,500 per annum). We understand from the vendor that the tenant has been in occupation for circa seven years and there has been no rent review during this period.

**Accommodation:**

**Ground Floor**

Communal Entrance access to stairs

**Second Floor**

Open plan studio with living bedroom area, kitchen

area and separate bathroom having panelled bath with shower over, wash basin and WC

**Outside:**

Communal gardens and allocated parking space

**Leasehold Information:**

**Term:** 99 years from the 25th of March 1984

**Ground Rent:** Please refer to legal pack

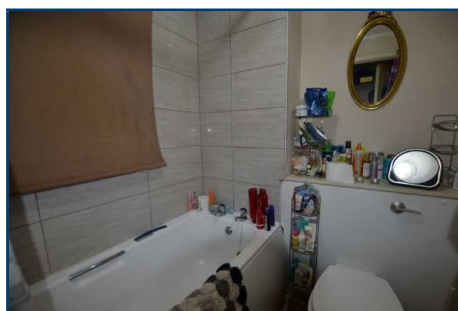
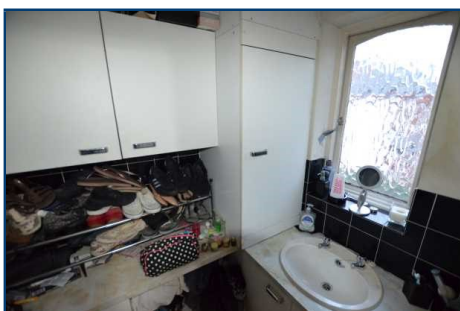
**Service Charge:** Please refer to legal pack

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons – 0121 247 2233



**LOT 6**

**17 Washbrook Lane, Norton Canes, Cannock, Staffordshire WS11 9PE**



**Property Description:**

A traditional cottage with adjacent building plot, of two-storey brick construction, surmounted by a pitched tile clad roof, set back from the road behind a driveway and forecourt which provides off-road parking and occupying a generous plot with lawned side and rear garden overlooking paddock land to the rear.

The property provides presentable and much improved accommodation benefitting from UPVC double glazed windows, Calor Gas fired central heating and may provide scope for future extension of the existing dwelling, subject to obtaining planning consent.

The Freehold Building Plot, currently comprises of a separate area of garden land adjacent to the Cottage and contains a range of outbuildings including a garage and stable block.

The property is accessed by way of a right of way off Washbrook Lane and is situated in a most sought after location, overlooking paddock land to the rear.

The property is located on the edge of the popular commuter village of Norton Canes with the immediate area around Washbrook Lane being rural with fields and woodland and the property is conveniently located within approximately two miles to the south east of Cannock Town Centre and two miles from both Chase Water Country Park and the M6 Toll Motorway.

**Accommodation:**

**Ground Floor**

Reception Hall, Front Reception Room: 4.67m into bay x 3.49m, with wood burning stove, Rear Reception Room: 4.69m x 3.64m, with storage recess, Breakfast Kitchen: 4.69m x 3.3m, with extensive range of wooden effect units including breakfast bar, Conservatory: 5.44m x 2.31m (max.),

Utility Room: 2.35m x 1.68m, Cloakroom: 1.15m x 2.34m with wc and vanity wash basin.

**First Floor**

Stairs and Landing, Bedroom One (Double): 4.67m x 3.66m, Bedroom Two (Double): 4.63m x 3.63m, Dressing Room: 2.27m x 1.62m, Bathroom (off Bedroom Two): 3.0m x 1.7m with panel bath, glazed shower enclosure, wash basin and wc.

**Outside:**

Forecourt providing off-road car parking, side and rear lawned garden with brick built store and Calor Gas tank.

**Building Plot adj. 17 Washbrook Lane**

**Planning:**

Planning Consent was granted on 12th February 2021 (Ref. CH/20/402) for demolition of existing outbuildings and creation of one single storey dwelling adjacent to the existing cottage.

The plans approved with the application detail a detached bungalow, privately situated back from the road behind a forecourt which provides off-road car parking and with the following accommodation:

**Proposed Accommodation**

Hallway, Lounge with patio doors to rear garden, Dining Kitchen, Master Bedroom with En-Suite Shower Room with wash basin and wc, Bedroom Two (Double), Bedroom Three (Single), Family Bathroom with bath, wash basin and wc.

**Outside:** Surrounding garden and car parking.

**Note:** A copy of the Planning Consent and Plans are available on the Auctioneers Website and from Cannock Chase District Council Website.

All interested parties must refer to the Land Registry title documents and NOT the Architects plan for confirmation of the exact site boundaries.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - 0121 247 2233





**Freehold Vacant Cottage & Building Plot in Sought After Location**

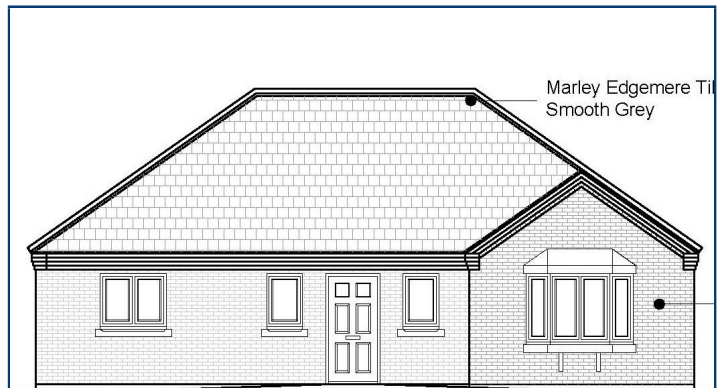
\*Guide Price: £300,000 - £330,000 (+Fees)



This plan is an amended version of the Architects plan & for identification only. Please refer to the Legal Pack for confirmation of the exact site boundaries.



Ground Floor Plan



Front Elevation

1  
1:100



**LOT 7**

**Freehold Vacant Fully Modernised Three Bedroom Town House**  
\*Guide Price: £130,000 - £140,000 (+Fees)

**344 Sheldon Heath Road, Garretts Green, Birmingham, West Midlands B26 2RY**

**Property Description:**

A presentable and much improved mid-terraced Town House having undergone recent refurbishment, providing well laid out accommodation, benefitting from three generous bedrooms, UPVC double glazed windows, gas fired central heating, off-road car parking, modern kitchen and bathroom fittings, redecoration throughout and new carpets and floor coverings. The property forms part of an established residential area and is situated in a cul-de-sac which leads off the main Sheldon Heath Road and is within one mile from Coventry Road (A45) containing a range of shops and amenities and providing access to Birmingham City Centre and the M42 Motorway (J6).

**Accommodation:**

**Ground Floor**

Porch, Reception Hall, Cloakroom with wc and wash basin, Dining Kitchen: 4.17m x 3.02 m, with range of modern fitted units, 'L' Shaped Lounge/ Dining Room: 4.92 m x 3.02 m, plus 2.61m x 1.86 m.

**First Floor**

Stairs and Landing, Bedroom One (Double): 4.18m x 3.04 m (max.), Bedroom Two (Double): 4.86m x 3.03 m, Bedroom Three (Single): 3.59m x 1.77 m, Bathroom: 1.94 m x 1.77m with panel bath with shower, wash basin and wc.

**Outside:**

**Front:** Paved forecourt providing off-road car parking.  
**Rear:** Patio and lawned garden with pedestrian access.

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233



**LOT 8**

**Freehold Land in Sought After Location**  
\*Guide Price: £15,000 - £20,000 (+Fees)

**Land to the rear of 2298-2306, Stratford Road, Hockley Heath, Solihull, B94 6NY**

**Property Description:**

A parcel of Freehold land, irregular in shape, and comprising of a driveway leading directly off Stratford Road and running along the side of No. 2298, turning at right angles to the rear of 2298-2306 and subject to rights of access over in favour of the afore-mentioned properties.

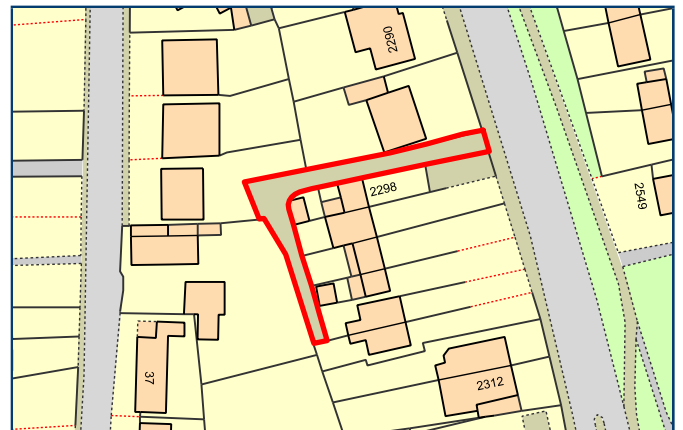
The land extends to an area of 275.58 sq m (2,966 sq ft) and is situated in the popular and highly regarded village of Hockley Heath, located approximately two miles to the south of the M42 Motorway (Junction 4) and four miles to the south of Solihull Town Centre.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

External Only.



This plan is for identification only. Please refer to the Legal Pack for confirmation of the exact boundaries.



**LOT 9**

**Long Leasehold Vacant Industrial Unit - Circa. 10,369 sq ft**  
\*Guide Price: £270,000 - £300,000 (+Fees)

**By Instruction of the Joint Liquidators of Eardington Wholesale Meats Limited**  
**Unit (Plot 2) Alveley Industrial Estate, Alveley, Bridgnorth, Shropshire, WV15 6HG**



**Property Description:**

An industrial premises set within a large storage yard with ancillary office and staff accommodation forming part of a rural Industrial Estate, located on the outskirts of Alveley Village and immediately adjacent to Severn Valley Country Park. The property is of steel portal frame construction with brick elevations, surmounted by a pitched steel clad roof, and has previously been used as a Wholesale Meat Processing and Packaging premises with refrigerated Warehouse, containing handling and storage plant and equipment. The property may be suitable (subject to planning consent/change of use) for a variety of commercial, industrial or manufacturing uses and may also be suitable for freight and distribution, due to having three loading bays, accessed from a large storage yard. Alveley Village is located eleven miles south east of Bridgnorth Town Centre and seven miles north west of Kidderminster Town Centre and the M5 Motorway (Junction 3) is within eighteen miles to the east.

**Accommodation:**

**Ground Floor**

Reception Hall, Ladies Toilets with wash basin and w.c., Gents Toilets with shower, urinals and w.c.'s, Staff Room: 28.54 sq m (307 sq ft), Hallway to Office Accommodation, Reception Office: 30.17 sq m (324 sq ft), Office Two: 20.67 sq m (222 sq ft), Office 3: 18.26 sq m (195 sq ft), Office 4: 9.8 sq m (105 sq ft).  
Workshop/Warehouse Premises: 856 sq m (9,220 sq ft) with eaves height of 4.5 m (14.76 feet), comprising of a central Warehouse with three roller shutter loading bays, meat handling equipment, four separate Refrigeration Rooms and an externally accessed Plant/Refrigeration Room, Potential for Mezzanine Storage over Office Accommodation: 148.2 sq m (1,595 sq ft).

**Outside:**

External Car Parking Area, Open Storage Yard and Loading Area.

**Total Floor Area:**

**Offices: 107.34 sq m (1,155 sq ft)**  
**Warehouse: 8.56 sq m (9,220 sq ft)**  
**Total: 963.34 sq m (10,369 sq ft)**  
**Total Site Area: 0.74 acres (3,000 sq m)**

**Leasehold Information:**

**Lease Term:** 99 years from 17th April 1990.  
**Ground Rent:** Currently £5,940 per annum.

**VAT:** The Liquidators are advised by HMRC that there is no record of an Option to Tax. All interested parties should satisfy themselves in this regard.



**This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.**



**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 90121 247 2233



**LOT 10**

**Freehold Vacant Industrial Unit - Circa 3,946 sq ft**  
\*Guide Price: £250,000 - £280,000 (+Fees)

**By Instruction of the Administrators of A & C UK Group Limited**

**Unit 10 North Street Industrial Estate, Droitwich, Worcestershire, WR9 8JB**



**Property Description:**

A modern self-contained Industrial Unit with secure storage yard and a suite of refurbished Offices, constructed from a steel portal frame with a mix of brick and block elevations, surmounted by a pitched steel clad roof.

The property provides flexible Warehouse/Workshop accommodation, suitable for a range of manufacturing and commercial uses.

The property is located at the Junction of Ombersley Street and North Street on a small Industrial Estate, centrally located within Droitwich, 100 metres to the east of Saltway (B4090).

Droitwich Spa comprises of a popular and Historic Spa Town in Northern Worcestershire, located approximately 1.8 miles from the M5 Motorway (Junction 5) and approximately 22 miles to the south of Birmingham and 7 miles to the north of Worcester.

**Accommodation:**

**Ground Floor**

Main Entrance Hall, Workshop Unit: 275.66 sq m (2,967 sq ft), Two Vehicular Access Doors to a secure Storage Yard: 80.46 sq m (866 sq ft), Staff Room: 11.81 sq m (127 sq ft), Lobby to works Toilet with w.c. and wash basin.

**First Floor**

Stairs and Landing, Kitchen: 3.85 sq m (41 sq ft), Two Toilets, each with w.c. and wash basin, Office 1: 8.97 sq m (96 sq ft), Office 2: 18.48 sq m (198 sq ft), Office 3: 17.5 sq m (188 sq ft), Office 4: 34.2 sq m (368 sq ft).

**Total Floor Area**

**Workshop: 287.47 sq m (3,094 sq ft)**

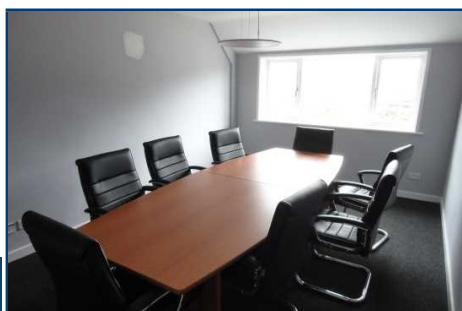
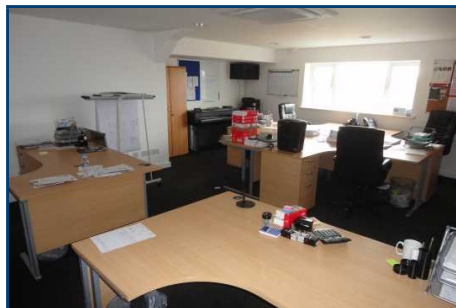
**First Floor Offices: 79.15 sq m (851 sq ft)**

**Total: 366.62 sq m (3,946 sq ft)**

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233





**LOT 11**

**Freehold Vacant Industrial/Warehouse Premises - Circa. 4,760 sq ft**  
\*Guide Price: £275,000 - £295,000 (+Fees)

**Unit 3, Upper Chapel Street, Tividale, Oldbury, West Midlands, B69 2HS**



**Property Description:**

A portal framed industrial/warehouse premises set back behind a secure fenced yard area and constructed of steel portal frame with brick infill walls and sheeted roof with roof lights. The property has until recently been used for manufacturing of Alloy Castings having been owned by the seller's family since 1972 and is adaptable for various alternative uses, including storage and distribution (Subject to Planning where applicable).

The property predominantly comprises of Workshop space and is internally partitioned to provide ancillary office, staff and toilet accommodation with useful mezzanine floor over.

Upper Chapel Street contains a number of industrial premises and is situated in a mixed residential and industrial area, located directly off Dudley Road West (A4033), approximately one and a half miles east of Dudley Town Centre, two and a half miles from the M5 Motorway (Junction 2).

**Ground Floor**

Industrial/Warehouse Premises: 442.25 sq m (4,760 sq ft)

Eaves Height: 5.13 m (16ft 9in) with roller shutter vehicular access and partitioned Office, Staff Room, Wash Room, Reception Office and Ladies and Gents Toilets.

Mezzanine Floor (over Office accommodation): 50.68 sq m (545 sq ft).

**Outside:**

**Front:** Concrete forecourt/Storage yard with secure palisade fencing and vehicular gated access.

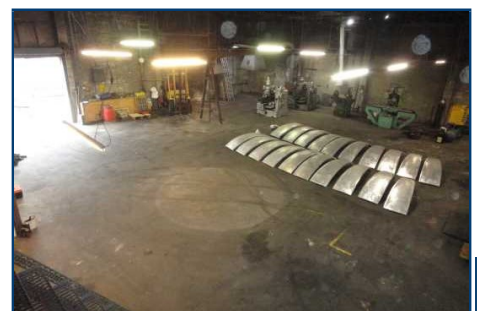
**Rear:** Un-surfaced Yard area.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233

**Completion:** 56 days from exchange of contracts



## LOT 12

**Freehold Investment - Three Industrial Units - Circa. 724 sq.metres**  
 \*Guide Price: £230,000 - £260,000 (+Fees)

**Units 6A, 6B, 7 & 8 Chancel Industrial Estate, Hickman Avenue, Wolverhampton, West Midlands, WV1 2BT**



### Property Description:

A terrace of three industrial/Warehouse units with yard/parking area, forming part of an Industrial Estate located off Hickman Avenue and accessed directly off Hickman Avenue via a private driveway leading to the units.

The building comprises a triple bay unit with brick external walls surmounted by a steel framed and sheeted north light roof and is subdivided into three main units. Unit 6 has been sub divided into two units (6A & 6B) however unit 6B is only accessible from 6A by removing the partition wall. In addition the property benefits from a storage yard/parking area.

Hickman Avenue leads directly off the A454, Willenhall Road, and is located approximately one mile to the East of Wolverhampton City Centre and four miles to the West of the M6 Motorway (Junction 10).

### Tenancy Information

Unit 6A - Let to RCS Transport, who have been in occupation for approx. 30 years, on a licence at a current rent of £350 p.c.m. (£4,200 per annum). The landlord advises the licence is currently being renewed to £500 p.c.m. (£6,000 per annum)

Unit 6B - Vacant

Unit 7 - Let to an Auto Recovery business who have been in occupation for approx. 3 years, on a licence at a current rent of £400 p.c.m. (£4,800 per annum).

Unit 8 - Let to Banga Travel, who have been in occupation for approx. 20 years, on a licence at a current rent of £1,000 p.c.m. (£12,000 per annum).

**Total Rental Income: £21,000 per annum**  
 (£22,800 per annum when licence for 6A is renewed)

### Accommodation

**Unit 6A:** 164.69 sq.m with integral office and roller shutter door.

**Unit 6B:** Access Not Available

**Unit 7:** 205.9 sq.m

Not Inspected - Dimensions from VOA

**Unit 8:** 354.3 sq.m

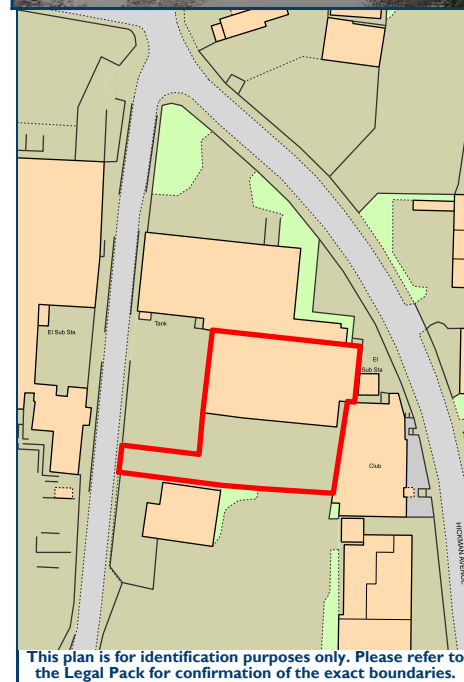
Not Inspected - Dimensions from VOA

We have relied on information on the Valuation Office Agency website and all interested parties should satisfy themselves in this respect.

### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.



**LOT 13**

**Freehold Vacant Mid Terraced House with Three Bedrooms**

\*Guide Price: £90,000 - £98,000 (+Fees)

**By Instruction of Black Country Housing Group**  
**48 Mount Street, Halesowen, West Midlands B63 4NU**

**Property Description:**

A traditional mid-terraced house of two-storey brick construction, surmounted by a pitched inter-locking tile clad roof, benefitting from UPVC double glazed windows (except front door window), gas fired central heating, three bedrooms and generous rear garden.

Mount Street forms part of an established residential area and is located directly off Hagley Road (B4183), conveniently within approximately 400 metres to the south west of Halesowen Town Centre.

**Accommodation:**

**Ground Floor**

Front Reception Room: 3.59m x 3.57m, Inner Hall with Store Cupboard, Dining Kitchen: 3.57m x 3.18m.

**First Floor**

Stairs and Landing, Bedroom One (Double): 3.58m x 3.2m, Bedroom Two (Single): 3.57m x 2.26m, Bedroom Three (Single): 2.6m x 2.41m, Bathroom with panel bath having electric shower over, pedestal wash basin and wc.

**Outside:**

Shared pedestrian entry access to rear.

Rear: Yard and lawned garden.

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233



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**LOT 14**

**Freehold Vacant Licensed Function Venue with Parking**  
\*Guide Price: £230,000 - £250,000 (+Fees)

**Moose Centre Woodward Street, West Bromwich, West Midlands, B71 4AP**



**Property Description:**

A substantial detached brick built premises set back from the road behind a tarmacadam forecourt allowing for off road parking and side driveway giving access to a rear car park. The property has previously been used as a licensed Function/meeting room venue with function room with bar area, meeting room, kitchen, male, female and disabled toilets and front and rear car parking. The property may be suitable for a variety of uses and we understand the owners have approached Sandwell Council with preliminary enquires regarding planning for residential development and have received satisfactory response which is included within the legal pack however all interested parties however must make their own enquiries prior to bidding. The property is located on Woodward Street which is located off both Lloyd Street and Hallam Street and the property is within approximately half a miles distance to West Bromwich Town Centre.

**Viewings** – Via Cottons – 0121 247 2233

**Legal Documents** – Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Accommodation:**

**Ground Floor**

Entrance Hallway, Kitchen (4.02 x 4.81 mtrs), Function Room and Bar (14.95 x 8.90 mtrs), Meeting Room (5.79 x 3.85 mtrs), Inner Hallway, Male and Female WC's and Disabled WC

**Outside:**

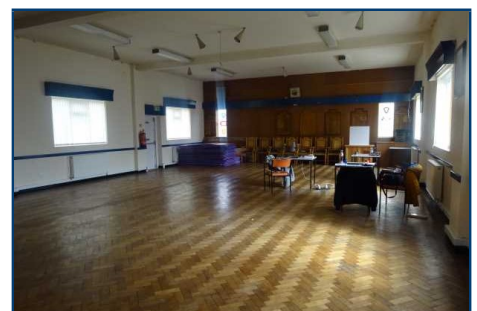
**Front:** Forecourt, side gated access to rear car park, garage and store



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries



Rear Car Park





**LOT 15**

**Freehold Investment Opportunity - Showroom, Workshop & Three Flats**

\*Guide Price: £260,000 - £290,000 (+Fees)

**365-367 Stockfield Road, Yardley, Birmingham, West Midlands, B25 8JP**



**Property Description:**

An attractive Investment opportunity comprising of a long established Motorcycle Retail Shop with Workshop and MOT Test Centre established in 1975, along with three separate self-contained Flats to the first floor.

The property comprises of a detached premises (originally two semi-detached), of brick construction with a pitched slate clad roof and has a single storey Workshop extension to the rear which incorporates land originally to the rear of Nos. 369-373 Stockfield Road and is included within the sale.

All properties are self-contained and separately metered and have been within the ownership of the sellers for approximately 40 years, providing a reliable and stable investment income.

The property directly fronts Stockfield Road (A4040), close to the Junction with Waterloo Road and is located approximately one mile from both Yardley and Acocks Green Shopping Centres and within 500 metres from Coventry Road (A45), which provides direct access to Birmingham City Centre and the M42 Motorway (Junction 6).

**Tenancy Information:**

**Ground Floor**

Let as a Motorcycle Retailer/Workshop/MOT Test Centre on a Licence since 2010 at a current rental of £12,000 Per Annum.

**Front Flat 365 Stockfield Road**

Let on an Assured Shorthold Tenancy since 2011 at the original rent of £325 per calendar month (£3,900 Per Annum).

**Rear Flat 365 Stockfield Road**

Let on an Assured Shorthold Tenancy since November 2020 at a rental of £375 per calendar month (£4,500 Per Annum).

**Flat 367 Stockfield Road**

Let on an Assured Shorthold Tenancy since February 2018 at a rental of £335 per calendar month (£4,020 Per Annum).

**TOTAL RENTAL INCOME: £24,420 PER ANNUM**

**Accommodation:**

**Ground Floor**

Retail Showroom: 92.92 sq m (1,000 sq ft), Office: 6.89 sq m (74 sq ft), Parts Department: 18.6 sq m (200 sq ft), Lobby, Staff Toilet, Workshop One: 83.01 sq m (893 sq ft), Workshop Two: 34.81 sq m (374 sq ft),

**Outside:**

Shared right of access from Stockfield Road to an internal yard area.

**First Floor**

**Front Flat - 365**

Lounge, Kitchen, Inner Hall, Bathroom, Double Bedroom.

**Rear Flat 365**

Lounge, Hallway, Kitchen, Bathroom with panel bath having electric shower over, pedestal wash basin and wc, Double Bedroom.

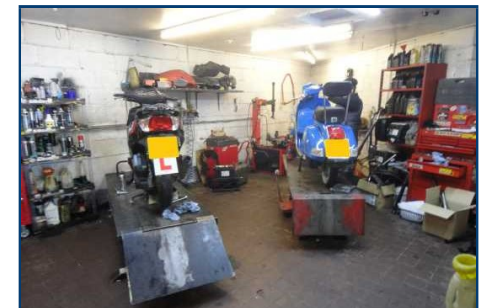
**Flat 367**

Lounge, Hallway, Kitchen, Bathroom with panel bath, pedestal wash basin and wc, Double Bedroom, benefitting from gas fired central heating.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233



365 - 367 STOCKFIELD ROAD - FLAT 367



365 - 367 STOCKFIELD ROAD - FLAT FRONT 365

**Accommodation:**

\*Refer to Guide and Reserve Price Definitions on Inside Cover.

**LOT 16** **Freehold Ground Rent**  
\*Guide Price: £5,500 - £6,500 (+Fees)

**Freehold Ground Rent, 7 Daywell Rise, Rugeley, Staffordshire WS15 2RE**



**Property Description:**  
A Freehold Rent secured on a modern semi-detached house located in Daywell Rise and privately set back behind a foregarden and brick built garage.  
The property forms part of a residential estate located off Bower Lane which, in turn, leads of Wolseley Road (A460).  
The estate is on the edge of open countryside and conveniently within

approximately one mile of Rugeley Town Centre.  
The property is subject to a long lease for a term of 99 years from 25th March 1967 to the 24th March 2066 (less than 45 years unexpired), at a Ground Rent of £21 per annum.

**Legal Documents:**  
Available at [www.cottons.co.uk](http://www.cottons.co.uk)  
**Viewings:** Not Applicable.

**LOT 17** **Freehold Ground Rent**  
\*Guide Price: £6,000 - £7,000 (+Fees)

**Freehold Ground Rent, 31 Daywell Rise, Rugeley, Staffordshire WS15 2RE**



**Property Description:**  
A Freehold Rent secured on a modern semi-detached house located in Daywell Rise and set back behind a foregarden and brick built garage.  
The property forms part of a residential estate located off Bower Lane which, in turn, leads of Wolseley Road (A460).  
The estate is on the edge of open countryside and conveniently within approximately one mile of Rugeley Town Centre.

The property is subject to a long lease for a term of 99 years from 25th March 1965 to the 24th March 2064 (less than 43 years unexpired), at a Ground Rent of £21 per annum.

**Legal Documents:**  
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**  
Not Applicable.

**LOT 18**

**Freehold Land with Potential (0.19 Acres)**  
\*Guide Price: £110,000 - £120,000 (+Fees)

**Land Between, 4 & 12 Seymour Road, Stourbridge, West Midlands DY9 8TB**

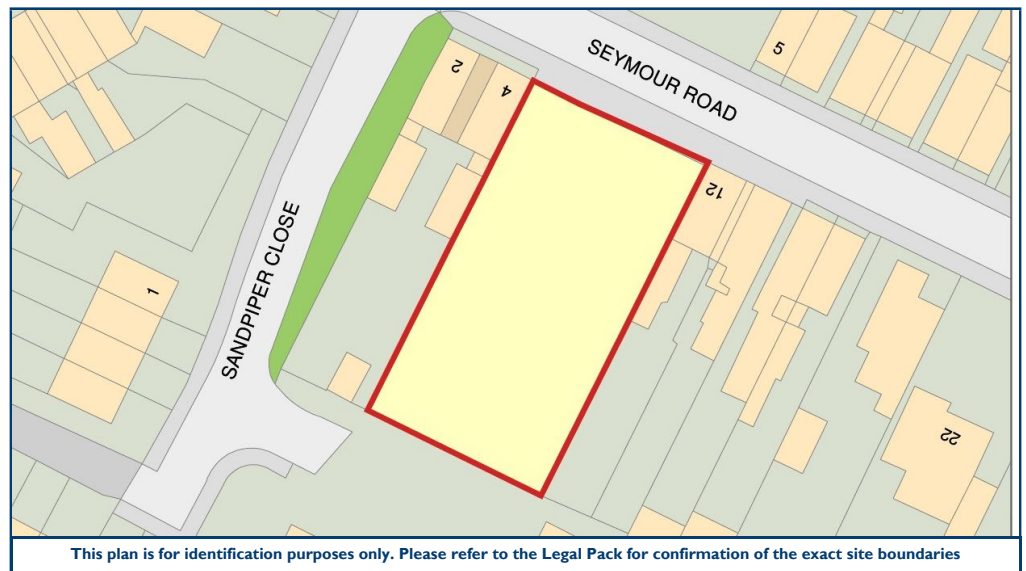
**Property Description:**  
A parcel of freehold land rectangular in shape and extending to an area of approximately 0.19 acres (787 sq.mtrs) the site is located between numbers 4 and 12 Seymour Road close to the junction with Sandpiper Close. Seymour Road can be found off Bald's Lane.

The land had outline planning consent for residential development which expired on the 30th November 2019.

**Planning**  
Outline Planning Consent was granted by Dudley Metropolitan Borough Council on the 30th of November 2016 (Ref : P16/1229 for residential development). The planning consent expired on the 30th November 2019

**Legal Documents:**  
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**  
External Only





## LOT 19

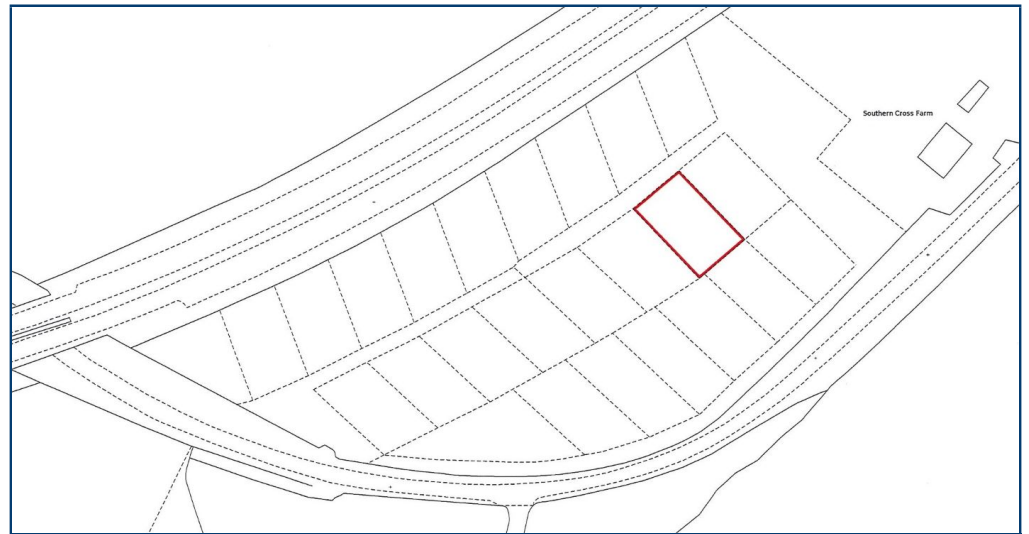
**Freehold Land**  
 \*Guide Price: £2,000 - £3,000 (+Fees)

### Plot 21, Long Green, Forthampton, Tewkesbury, Gloucester GL19 4QJ

**Property Description:**

A parcel of land freehold land extending to approximately one quarter acre and situated within the hamlet of Long Green approximately six miles to the West of the historic town of Tewkesbury. The land itself lies directly between the M50 Motorway and the Ledbury Road (A438) forming part of a predominantly rural area. The paddock is accessed by way of a right of way leading from a gated entrance off Ledbury Road.

**Directions from Birmingham:** Exit M5 South at Junction 8, join the M50 Motorway, Exit M50 Motorway at Junction 1 and join A38 to Tewkesbury. Proceed for approximately 4 miles turning onto the A438 towards Ledbury. Proceed for approximately 4 further miles and the land is located prior to the Motorway on the right hand side with access gained via a gated entrance.



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries

**Legal Documents** – Available at  
[www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings** – External Only

## LOT 20

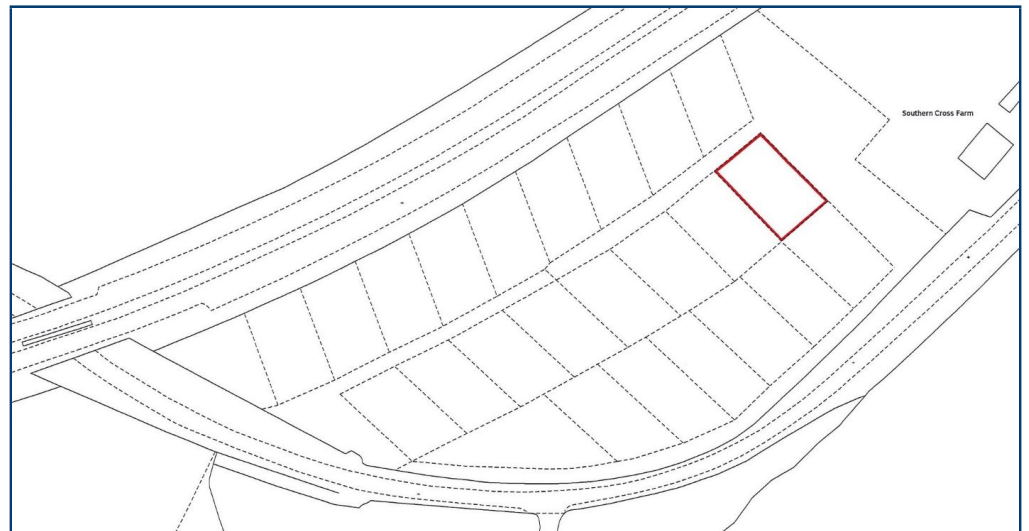
**Freehold Land**  
 \*Guide Price: £2,000 - £3,000 (+Fees)

### Plot 22, Long Green, Forthampton, Tewkesbury, Gloucester GL19 4QJ

**Property Description:**

A parcel of land freehold land extending to approximately one quarter acre and situated within the hamlet of Long Green approximately six miles to the West of the historic town of Tewkesbury. The land itself lies directly between the M50 Motorway and the Ledbury Road (A438) forming part of a predominantly rural area. The paddock is accessed by way of a right of way leading from a gated entrance off Ledbury Road.

**Directions from Birmingham:** Exit M5 South at Junction 8, join the M50 Motorway, Exit M50 Motorway at Junction 1 and join A38 to Tewkesbury. Proceed for approximately 4 miles turning onto the A438 towards Ledbury. Proceed for approximately 4 further miles and the land is located prior to the Motorway on the right hand side with access gained via a gated entrance.



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries

**Legal Documents** – Available at  
[www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings** – External Only

## LOT 21

### Freehold Vacant Detached Bungalow with Three Bedrooms

\*Guide Price: £200,000 - £230,000 (+Fees)

288 Highfield Road, Hall Green, Birmingham, West Midlands, B28 0DR



#### Property Description:

A traditional detached Bungalow of brick construction with pitched, slate clad roof, set back from the road behind a lawned foregarden and requiring complete refurbishment, repair and modernisation throughout.

The property provides well laid out accommodation benefitting from three bedrooms and separate garage and forms part of a popular and well regarded residential area and is ideally located for commuting to Birmingham City Centre being within less than 100 metres from Yardley Wood Railway Station.

The property is located close to the junction with Tixall Road and Highfield Road leads off Stratford Road (A34) providing access to local shopping centres of Sparkhill, Hall Green and Shirley.

#### Accommodation:

##### Ground Floor

Entrance Porch: 2.19m x 1.76m, Sitting Room: 4.22m x 3.17m, Bedroom One (Double): 3.94m x 3.28m, Lounge/Dining Room: 8.17m x 4.00m, Kitchen: 4.2m x 3.19m, Inner Hall, Bedroom Two

(Double): 3.94m x 3.44m (max.), Bedroom Three (Large Single): 2.99m x 2.59m, Bathroom: 3.91m x 1.49m with bath, wash basin and wc, Veranda: 4.62m x 2.45m

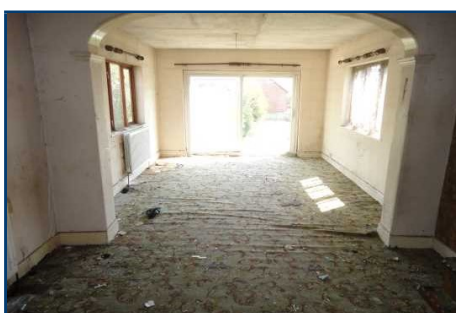
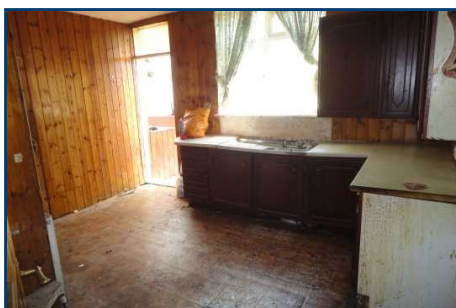
#### Outside:

**Front:** Lawned foregarden with shared driveway to side providing access to a brick built garage (dilapidated with no roof).

**Rear:** Paved patio and lawned garden.

**Legal Documents:** Available at [cottons.co.uk](http://cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233





**LOT 22**
**Freehold Vacant Modern Detached House with Three/Four Bedrooms**

\*Guide Price: £240,000 - £260,000 (+Fees)

**41 Hamstead Hill, Handsworth Wood, Birmingham, West Midlands, B20 1BU**

**Property Description:**

A modern Chalet-style detached house, set back from Hamstead Hill behind a private shared driveway and providing flexible accommodation with potential for four bedrooms, UPVC double glazed windows and gas fired central heating but requiring modernisation and refurbishment throughout.

The property forms part of a popular and well regarded residential area and is located close to the junction with St Christopher's, conveniently within approximately one and a half miles from Scott Arms Shopping Centre at Great Barr, two miles from the M6 Motorway (Junction 7) and approximately four miles to the north of Birmingham City Centre.

**Accommodation:**
**Ground Floor**

Entrance Hall, Cloakroom with wash basin and wc, split level Sitting Room/Dining Room: 6.53m x 3.87m, Kitchen: 3.99m x 2.81m, Bedroom Four/Study: 2.6m x 2.41m, Lounge: 4.38m x 3.67m.

**First Floor**

Stairs and Landing, Bedroom One (Double): 4.22m x 2.93m, En-Suite Shower Room with shower enclosure, pedestal wash basin and wc, Bedroom Two (Double): 4.0m x 2.71m, Bedroom Three (Double): 3.28m x 3.03m, Family Bathroom: 2.17m x 1.95m with panel bath having shower over, pedestal wash basin and wc.

**Outside:**

**Front:** Shared driveway of Hamstead Hill to forecourt providing off road parking and leading to Integral Garage: 5.09m x 2.55m.

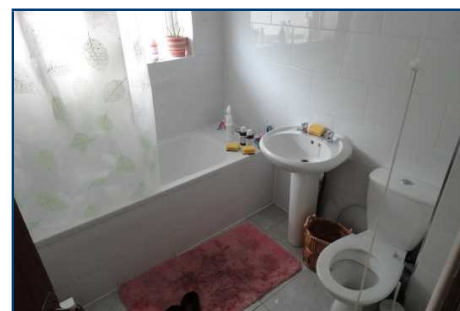
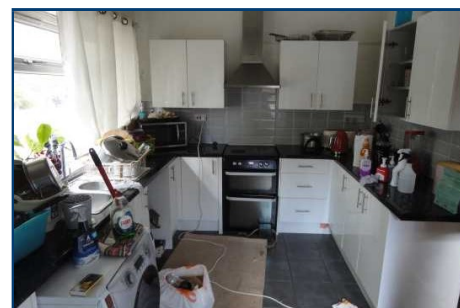
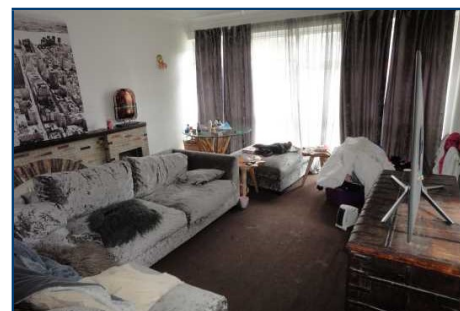
**Rear:** Pedestrian side access to lawned rear garden.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

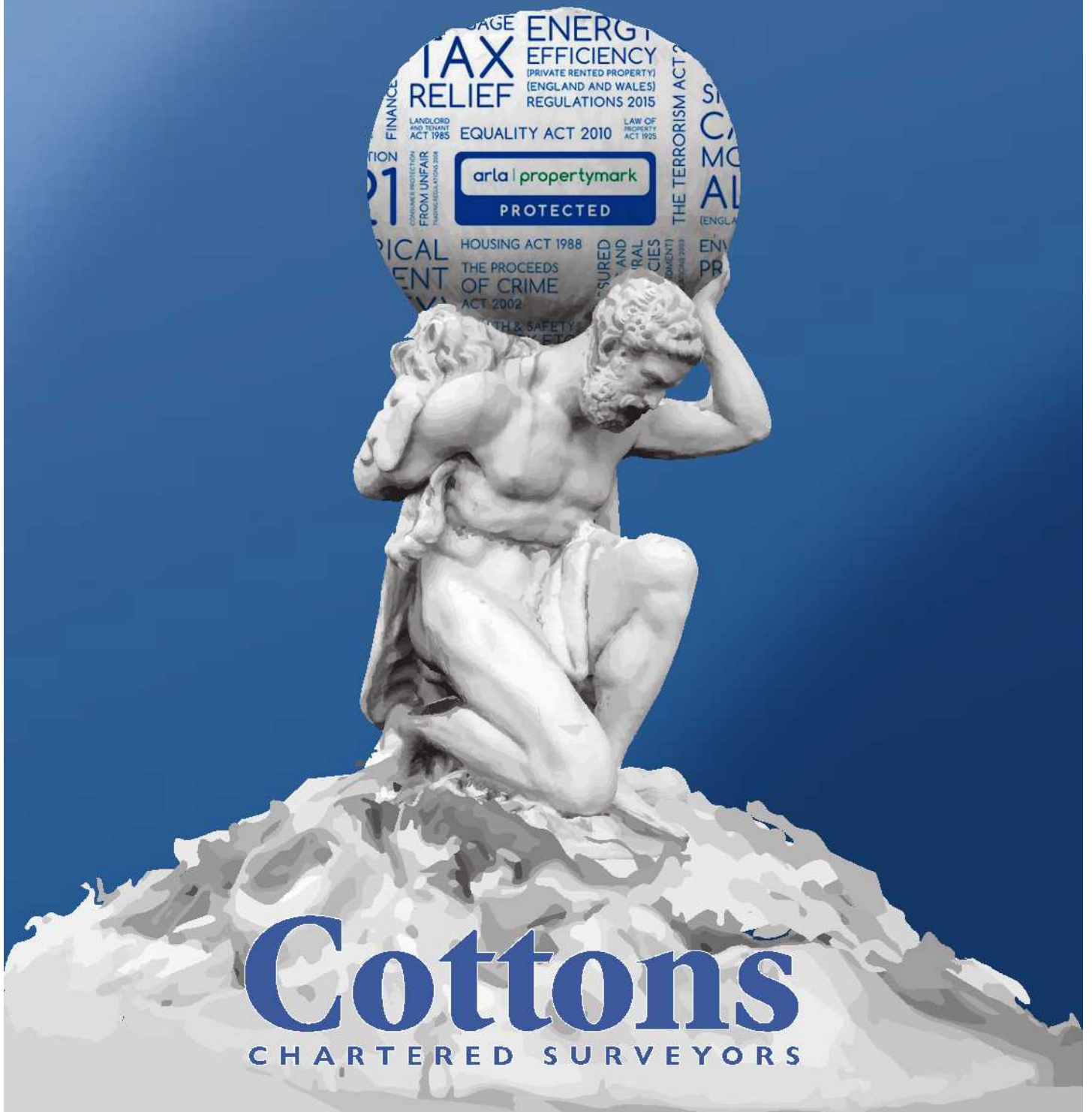
**Viewings:**

Via Cottons - 0121 247 2233



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**LOT 23**

**Freehold Land in Sought After Location**  
\*Guide Price: £20,000 - £30,000 (+Fees)

**Land Adj, 120 Dove House Lane, Solihull, West Midlands B91 2EP**

**Property Description:**

A parcel of Freehold land, roughly rectangular in shape, situated at the Junction of Dovehouse Lane and Dovecote Close.

The land has frontage to Dovecote Close and extends to an area of approximately 260.59 sq m (2,901 sq ft).

The land is currently open grass verge containing two mature trees and may be suitable for alternate use, subject to obtaining any necessary planning consents.

Dovehouse Lane forms part of a highly regarded residential area and leads directly between Lode Lane (B425) and Warwick Road (A41), approximately one and a half miles to the north of Solihull Town Centre.

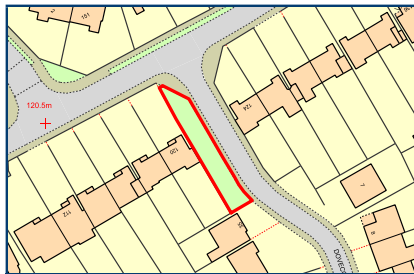
**Planning:**

The land may be suitable for alternative uses and all bidders should make any necessary enquiries with the planning department at Solihull MBC prior to the Auction.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** External Only.



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**LOT 24**

**Freehold Vacant Grazing Land with Canal Frontage - 9.78 Acres**  
\*Guide Price: £75,000 - £100,000 (+Fees)

**Land Parcel A Berryfields Farm, Walsall Road (A454), Aldridge, Walsall, West Mids, WS9 0QB**

**Property Description:**

A parcel of Freehold Agricultural grazing land, roughly rectangular in shape, and extending to an area of approximately 9.78 acres (3.95 hectares).

The land is currently rough grassed and sub-divided into two Parcels and notably contains a stream and enjoys frontage to the Daw End Branch of the Rushall Canal.

The entrance to Berryfields Farm is located off Walsall Road (A454) opposite an Industrial Estate/Business Park and within approximately one mile to the south west of Aldridge Town Centre and approximately two miles to the north east of Walsall Town Centre.

**Planning:**

The land use is currently Agricultural and may have potential for future alternative uses and all interested parties should discuss any proposals with the Local Planning Department at Walsall Council, prior to Bidding.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - External Only.

**Note: The postcode relates to Berryfields Farm and is for location purposes only.**



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.



**--- Legal Documents Online ---**



Legal documents for our lots are now or will be available online. Where you see the icon on the website you will be able to download the documents.

Please note all Legal Packs are available on our website and all parties wishing to inspect a Legal Pack must register their correct details and password with the site. The Legal Packs are updated regularly during our marketing but documents may be added or changed during this period prior to the auction. Whilst we will endeavour to inform all persons registered for Legal Packs of any changes it is the responsibility of all bidders to re-check the Legal Packs for any changes prior to bidding and the Auctioneers/ Vendors accept no liability whatsoever for a bidder not adhering to this advise.

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**LOT 25**

**Freehold Vacant Grazing Land with Canal Frontage - 5.85 Acres**

\*Guide Price: £50,000 - £65,000 (+Fees)

**Land Parcel B Berryfields Farm, Walsall Road (A454), Aldridge, Walsall, West Mids, WS9 0QB**

**Property Description:**

A parcel of Freehold Agricultural grazing land, irregular in shape, and extending to an area of approximately 5.85 acres (2.36 hectares).

The land is currently rough grassed and notably benefits from frontage to the Daw End Branch of the Rushall Canal.

The entrance to Berryfields Farm is located off Walsall Road (A454) opposite an Industrial Estate/Business Park and within approximately one mile to the south west of Aldridge Town Centre and approximately two miles to the north east of Walsall Town Centre.

**Planning:**

The land use is currently Agricultural and may have potential for future alternative use and all interested parties should discuss any proposals with the Local Planning Department at Walsall Council, prior to Bidding.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Via Cottons - External Only.

**Note: The postcode relates to Berryfields Farm and is for location purposes only.**



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**LOT 26**

**Vacant Freehold Industrial Unit and Building Plot.**  
\*Guide Price: £200,000 - £220,000 (+Fees)

**The Works and Land Adjoining 60 Compton Road, Cradley Heath, West Midlands, B64 5BB**



This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries

**Property Description:**

A substantial site extending to an area of approximately 536 sq.mtrs, the site currently consists of a brick built industrial/warehouse premises and land known as The Works with vehicular access off both Compton Road and Greenfield Avenue. The front section of the site located on Compton road has planning permission granted in full for the erection of a detached dwelling. Compton Road is located off St Anne's road which in turn is found off Lower High Street (A4100), the property is within walking distance to Cradley Heath High Street which provides a wide range of shops and amenities

**Planning:**

Planning Consent was granted by Sandwell Metropolitan Borough Council for the residential development of a detached dwelling to the front of the site accessed off Compton Road (Application Number DC/19/62958) and granted on the 8th of October 2019

The owner has had further plans drawn up for the existing industrial unit to be demolished and 2 further detached properties to be built however these plans have not been submitted to the local council for approval, but will be available to view within the Legal Pack.

**Accommodation:**

Open Plan Industrial/Warehouse Unit: 203 sq.mtrs. (2,185 sq.ft.), with vehicular access off both Compton Road and Greenfield Avenue,

**Outside:**

Parcel off land with planning off Compton Road.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

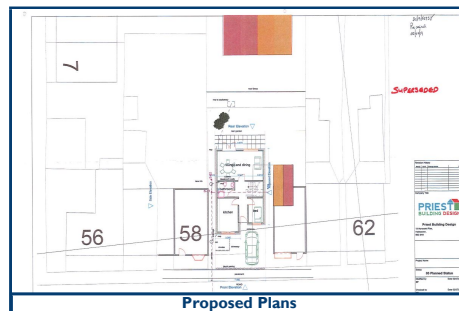
**Viewings:**

Via Cottons – 0121 247 2233

Access of Compton Road



Access Off Greenfield Avenue



Proposed Plans





**LOT 27**
**Freehold Investment - Three Bedroom Semi-detached House**

\*Guide Price: £58,000 - PLUS (+Fees)

**22 Rowley Close, Hednesford, Cannock, Staffordshire WS12 4ES**
**Property Description:**

A semi-detached house of non traditional "Cornish" style construction having tile clad first floor elevation and roof, set back from the road behind a paved forecourt and providing well laid out accommodation benefitting from three bedrooms, gas fired central heating and uPVC double glazed windows. Rowley Close is located off Bradbury Lane which forms part of a predominantly residential area is located approximately two and a half miles to the North East of Cannock Town Centre and close to the edge of Cannock Chase which has been designated as an area of outstanding natural beauty. The property is currently let on a Periodic Shorthold Tenancy at a rental of £525 pcm (£6,300 per annum). The tenants have occupied the property for approx. 5 years and have indicated they would like to remain at the property for the foreseeable future.

**Accommodation:**

Whilst the property has not been internally inspected by the Auctioneers we are advised by the tenants that it comprises:

**Ground Floor**

Reception Hall, Living Room, Kitchen, Utility/Rear Hall

**First Floor**

Stairs and Landing, 3 Bedrooms, Bathroom with bath & wash basin, Separate WC

**Outside:**

**Front:** Paved Forecourt.

**Rear:** Side access to garden

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233


**Boot&Son**  
 Chartered Surveyors Est 1919

**DEPOSITS AND ADMINISTRATION FEE**

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000).

In addition an Administration fee of £950 (inclusive of VAT) being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £250 (inclusive of VAT).

Payment will be required by bank transfer within 24 hours of the auction ending and your bidding security payment will be credited against the monies due.

- All purchasers are requested to ensure that cleared funds are available on the day of the auction which may entail a transfer of funds to their bank account three days before the auction.

**If you need any help please contact the Auction Team Tel 0121 247 2233**

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**LOT 28**

**Freehold Investment - Three Bedroom Semi-detached House**  
\*Guide Price: £58,000 - PLUS (+Fees)

**23 Rowley Close, Hednesford, Cannock, Staffordshire WS12 4ES**

**Property Description:**

A semi-detached house of non traditional "Cornish" style construction having tile clad first floor elevation and roof set back from the road behind a foregarden. The property benefits from three bedrooms, gas fired central heating and uPVC double glazed windows. Rowley Close is located off Bradbury Lane which forms part of a predominantly residential area containing a range of similar dwellings and is located approximately two and a half miles to the North East of Cannock Town Centre and close to the edge of Cannock Chase which has been designated as an area of outstanding natural beauty. The property is currently let on a Periodic Shorthold Tenancy at a rental of £500 pcm (£6,000 per annum). The tenant has been in occupation for approx. six years and has improved the property internally to a good presentable condition. The tenant has indicated they would like to remain at the property for the foreseeable future.

**Accommodation:**

**Ground Floor**

Reception Hall, Living Room: 4.42m x 2.59m, Kitchen: 4.05m x 2.94m with range of fitted units, Utility: 2.59m x 1.5m

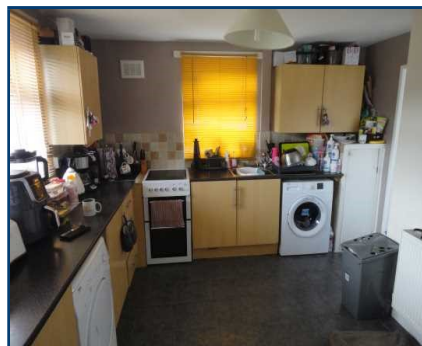
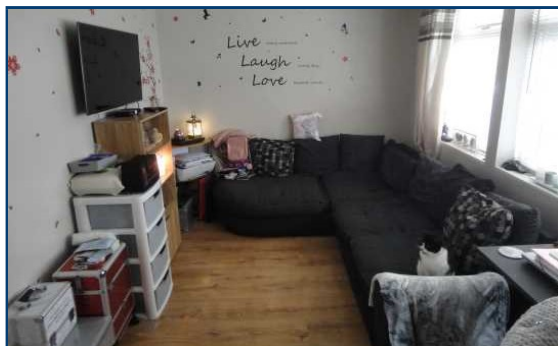
**First Floor**

Stairs and Landing, Bedroom One: 3.34m x 3.48m, Bedroom Two: 3.59m x 2.64m, Bedroom Three: 2.47m x 2.38m max, Bathroom with bath, wash basin, Separate WC

**Outside:** Foregarden with side access to rear garden

**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233



**Boot & Son**  
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**LOT 29**

**Freehold Vacant Chapel with Potential in Sought After Location**

\*Guide Price: £150,000 - £160,000 (+Fees)

**Baptist Church, Church Bank, Temple Grafton, Alcester, Warwickshire, B49 6NS**



**Property Description:**

A unique opportunity to purchase a Grade II Listed former Chapel, thought to have been constructed early 19th century and comprising a detached building of predominantly stone construction, surmounted by a pitched slate clad roof and offered for sale in unblemished condition with all original features.

The property is located in the most sought after Warwickshire village of Temple Grafton containing a mix of detached dwellings, cottages and farms along with a local public house and primary school and is surrounded by open countryside, popular with tourists and walkers.

Access to the property is via a path/right of way directly off Church Bank and adjacent to Hilltop Cottage. Church Bank leads directly off Alcester Road (A46) and the property is conveniently located within four miles from both Stratford upon Avon and Alcester town centres.

**Planning:**

The property currently falls within Class D1 of the Use Classes Order as a place of Worship and is capable of change of use to other community uses including Clinics, Surgeries, Creche's and Consulting Rooms.

In addition, the property may be suitable for conversion to a single residential dwelling or holiday home, taking advantage of the surrounding countryside and amenities, all subject to obtaining planning consent and building regulation approval and all interested parties are advised to make their own enquiries, prior to bidding, in relation to any proposed development with the Local Planning Department at Stratford on Avon District Council.

**Ground Floor**

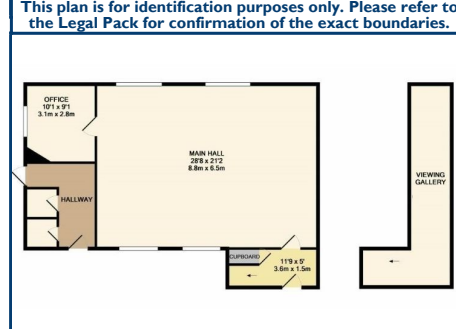
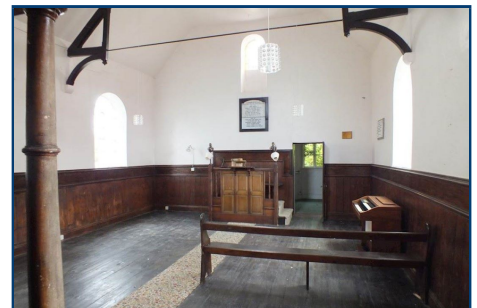
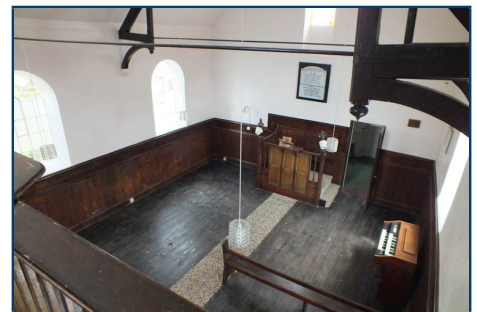
Reception Hall with steps leading to viewing gallery/mezzanine, Chapel Hall: 57.2 sq m (615 sq ft), Office: 8.68sq. m (93 sq ft), Hallway/Store Room and Toilets.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Note:** The property is subject to an overage clause of 25% of any uplift in value triggered by a Planning Consent for redevelopment.

**Viewings:** Via Cottons - 0121 247 2233





## LOT 30

### Freehold Vacant Possession Three Bedroom House

\*Guide Price: £120,000 - £130,000 (+Fees)

18 County Close, Woodgate, Birmingham, West Midlands, B32 3SZ



#### Property Description:

A three storey mid-terrace property of non traditional (Birmingham Low Rise LPS) Steel frame construction with integral garage. The property is presented in good condition and is well maintained throughout. The property benefits from having UPVC double glazing and gas fired central heating. County Close is located off Sommerfield Road and is within a residential estate in Woodgate in the suburbs of West Birmingham close to Woodgate Valley Country Park and conveniently located 5.7 miles from Birmingham City Centre.

#### Accommodation:

##### Ground Floor

Entrance Porch, Entrance Hallway, Integral Garage

##### First Floor

Stairs, Landing/hallway, Living Room, Conservatory, Spacious Kitchen/Diner, WC

##### Second Floor

Stairs and Landing, Bedroom 1 (double), Bedroom 2 (double), Bedroom 3 (single), Re-fitted shower room with WC

#### Outside:

**Front:** Block paved driveway

**Rear:** Garden with brick built store

#### Legal Documents:

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

#### Viewings:

Via Cottons – 0121 247 2233





**LOT 31**

**Freehold Vacant Mid Terraced Cottage with Two Bedrooms**  
\*Guide Price: £65,000 - £75,000 (+Fees)

**22 Higher Gunstone, Bideford, Devon EX39 2DG**

**Property Description:**

A two storey mid terraced cottage of solid wall construction with rendered front elevation, surmounted by a pitched slate clad roof and requiring full refurbishment and modernisation. The property is situated directly fronting Higher Gunstone and conveniently located within Bideford Town Centre within less than 100 metres from High Street, containing a wide range of amenities and services.

Bideford is located in North Devon and is an historic Port town on the Estuary of the River Torridge. The property is conveniently within approximately three miles from Westward Ho Beach, approximately eight miles to the south west of the River Port Town of

Barnstaple, ten miles to the east of Higher Clovelly and the Hartland Devon Heritage Coast and within approximately fifteen miles from Wollacombe, Ilfracombe and Coombe Martin on the North Devon Coast.

**Accommodation**

**Ground Floor**

Lounge: 3.4m x 3.6m, Kitchen: 2.5m x 1.9m and Shower Room: 2.6m x 2.6m with shower, wash basin and W.C.

**First Floor**

Stairs and Landing, Bedroom One (Front): 3.4m x 2.9m, Bedroom Two (Rear): 2.9m x 2.5m.

**Legal Documents:**

Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Via Cottons - 0121 247 2233



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## LOT 32

### Freehold Vacant Extended Mid-Terraced House with Two Bedrooms

\*Guide Price: £80,000 - £87,000 (+Fees)

By Instruction of Black Country Housing Group

13 Spring Street, Lye, Stourbridge, West Midlands DY9 7EJ

#### Property Description:

A mid-terraced house of two-storey brick construction, surmounted by a pitched interlocking tile clad roof having a substantial flat roof extension to the rear and benefitting from gas fired central heating, UPVC double glazed windows and a large rear garden. In addition, the property is situated on a no-through road which terminates at a pedestrian walkway and provides access to Stephens Park, providing valuable amenity. Spring Street leads via Green Lane off Pedmore Road (A4036) conveniently within approximately a third of a mile to the south of Lye Town Centre and one and a half miles to the east of Stourbridge Town Centre.

#### Accommodation:

##### Ground Floor

Front Reception Room: 3.82m x 3.12m, Rear Reception Room: 3.7m x 3m, Rear Entrance Hall/Lobby with walk-in store cupboard, Bathroom with panel bath, pedestal wash basin, Separate wc, Kitchen: 3.05m x 2.5m.

##### First Floor

Stairs and Landing, Bedroom One (Double): 4.01m x 2.83m, Bedroom Two (Double): 4.3m x 3.06m.

#### Outside:

Rear: Shared pedestrian access to yard and predominantly lawned garden.

Legal Documents: Available at [www.cottons.co.uk](http://www.cottons.co.uk)

Viewings: Via Cottons - 0121 247 2233



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For any further details please call the **Auction Team** on **0121 247 2233**










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## Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

The **price** (excluding any **VAT**)

Deposit paid

The **seller** agrees to sell and the **buyer** agrees to buy the **lot** for the **price**. This agreement is subject to the **conditions** so far as they apply to the **lot**.

We acknowledge receipt of the deposit \_\_\_\_\_

Signed by the **buyer**

Signed by us as agent for the **seller**

The **buyer's** conveyancer is

Name

Address

Contact

# Common Auction Conditions for Auction of Real Estate in England & Wales

## 4th Edition

The Common Auction Conditions have been produced for real estate auctions in England and Wales to set a common standard across the industry. They are in three sections:

### Glossary

The glossary gives special meanings to certain words used in both sets of conditions.

### Auction Conduct Conditions

The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who has a catalogue, or who attends or bids at the auction. They cannot be changed without the auctioneer's agreement. We recommend that these conditions are set out in a two-part notice to bidders in the auction catalogue, part one containing advisory material — which auctioneers can tailor to their needs — and part two the auction conduct conditions.

### Sale Conditions

The Sale Conditions govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum.

This glossary applies to the **auction conduct conditions** and the **sale conditions**.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a "person" includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or re-enacted by the date of the **auction** or the **contract date** (as applicable); and
- where the following words printed in bold black type appear in bold blue type they have the specified meanings.

### Actual completion date

The date when **completion** takes place or is treated as taking place for the purposes of apportionment and calculating interest.

### Addendum

An amendment or addition to the **conditions** or to the **particulars** or to both whether contained in a supplement to the **catalogue**, a written notice from the **auctioneers** or an oral announcement at the **auction**.

### Agreed completion date

Subject to **condition** G9.3:

- (a) the date specified in the **special condition**; or
- (b) if no date is specified, 20 **business days** after the **contract date**; but if that date is not a **business day** the first subsequent **business day**.

### Approved financial institution

Any bank or building society that has signed up to the Banking Code or Business Banking Code or is otherwise acceptable to the **auctioneers**.

### Arrears

Arrears of rent and other sums due under the **tenancies** and still outstanding on the **actual completion date**.

### Arrears schedule

The arrears schedule (if any) forming part of the **special conditions**.

### Auction

The auction advertised in the **catalogue**.

### Auction conduct conditions

The conditions so headed, including any extra auction conduct conditions.

### Auctioneers

The auctioneers at the **auction**.

### Business day

Any day except (a) a Saturday or a Sunday; (b) a bank holiday in England and Wales; or (c) Good Friday or Christmas Day.

### Buyer

The person who agrees to buy the **lot** or, if applicable, that person's personal representatives: if two or more are jointly the **buyer** their obligations can be enforced against them jointly or against each of them separately.

### Catalogue

The catalogue to which the **conditions** refer including any supplement to it.

### Completion

Unless otherwise agreed between **seller** and **buyer** (or their conveyancers) the occasion when both **seller** and **buyer** 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.

### Condition

One of the **auction conduct conditions** or **sales conditions**.

### Contract

The contract by which the **seller** agrees to sell and the **buyer** agrees to buy the **lot**.

### Contract date

The date of the **auction** or, if the **lot** is not sold at the **auction**:

- (a) the date of the **sale memorandum** signed by both the **seller** and **buyer**; or
- (b) if contracts are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

### Documents

Documents of title (including, if title is registered, the entries on the register and the title plan) and other documents listed or referred to in the **special conditions** relating to the **lot**.

### Financial charge

A charge to secure a loan or other financial indebtedness (not including a rent charge).

### General conditions

That part of the **sale conditions** so headed, including any extra general conditions.

### Interest rate

If not specified in the **special conditions**, 4% above the base rate from time to time of Barclays Bank plc. (The **interest rate** will also apply to judgment debts, if applicable.)

### Lot

Each separate property described in the **catalogue** or (as the case may be) the property that the **seller** has agreed to sell and the **buyer** to buy (including **chattels**, if any).

### Old arrears

**Arrears** due under any of the **tenancies** that are not "new tenancies" as defined by the Landlord and Tenant (Covenants) Act 1995.

### Particulars

The section of the **catalogue** that contains descriptions of each **lot** (as varied by any **addendum**).

### Practitioner

An insolvency practitioner for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, any similar official).

### Price

The price that the **buyer** agrees to pay for the **lot**.

### Ready to complete

Ready, willing and able to complete: if **completion** would enable the **seller** to discharge all **financial charges** secured on the **lot** that have to be discharged by **completion**, then those outstanding financial charges do not prevent the **seller** from being **ready to complete**.

### Sale conditions

The **general conditions** as varied by any **special conditions** or **addendum**.

### Sale memorandum

The form so headed (whether or not set out in the **catalogue**) in which the terms of the **contract** for the sale of the **lot** are recorded.

### Seller

The person selling the **lot**. If two or more are jointly the **seller** their obligations can be enforced against them jointly or against each of them separately.

### Special conditions

Those of the **sale conditions** so headed that relate to the **lot**.

### Tenancies

Tenancies, leases, licences to occupy and agreements for lease and any documents varying or supplemental to them.

### Tenancy schedule

The tenancy schedule (if any) forming part of the **special conditions**.

### Transfer

Transfer includes a conveyance or assignment (and "to transfer" includes "to convey" or "to assign").

### TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 2006.

### VAT

Value Added Tax or other tax of a similar nature.

### VAT option

An option to tax.

**We** (and **us** and **our**) The **auctioneers**.

**Your** (and **your**)

Someone who has a copy of the **catalogue** or who attends or bids at the **auction**, whether or not a **buyer**.

## Auction conduct conditions

### A1 Introduction

A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.

A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern **our** relationship with **you** and cannot be disapplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

### A2 Our role

A2.1 As agents for each **seller** we have authority to:

- (a) prepare the **catalogue** from information supplied by or on behalf of each **seller**;
- (b) offer each **lot** for sale;
- (c) sell each **lot**;
- (d) receive and hold deposits;
- (e) sign each **sale memorandum**; and
- (f) treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by these **auction conduct conditions**.

A2.2 **Our** decision on the conduct of the **auction** is final.

A2.3 **We** may cancel the **auction**, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. A **lot** may be sold or withdrawn from sale prior to the **auction**.

A2.4 **You** acknowledge that to the extent permitted by law **we** owe **you** no duty of care and **you** have no claim against **us** for any loss.

### A3 Bidding and reserve prices

A3.1 All bids are to be made in pounds sterling exclusive of any applicable **VAT**.

A3.2 **We** may refuse to accept a bid. **We** do not have to explain why.

A3.3 If there is a dispute over bidding **we** are entitled to resolve it, and **our** decision is final.

A3.4 Unless stated otherwise each **lot** is subject to a reserve price (which may be fixed just before the **lot** is offered for sale). If no bid equals or exceeds that reserve price the **lot** will be withdrawn from the **auction**.

A3.5 Where there is a reserve price the **seller** may bid (or ask **us** or another agent to bid on the **seller's** behalf) up to the reserve price but may not make a bid equal to or exceeding the reserve price. **You** accept that it is possible that all bids up to the reserve price are bids made by or on behalf of the **seller**.

A3.6 Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which, the **seller** might be prepared to sell at the date of the guide price. But guide prices may change. The last published guide price will normally be at or above any reserve price, but not always — as the **seller** may fix the final reserve price just before bidding commences.

### A4 The particulars and other information

A4.1 **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**. The **particulars** are based on information supplied by or on behalf of the **seller**. **You** need to check that the information in the **particulars** is correct.

A4.2 If the **special conditions** do not contain a description of the **lot**, or simply refer to the relevant **lot** number, you take the risk that the description contained in the **particulars** is incomplete or inaccurate, as the **particulars** have not been prepared by a conveyancer and are not intended to form part of a legal contract.

A4.3 The **particulars** and the **sale conditions** may change prior to the **auction** and it is **your** responsibility to check that **you** have the correct versions.

A4.4 If **we** provide information, or a copy of a document, provided by others **we** do so only on the basis that **we** are not responsible for the accuracy of that information or document.

### A5 The contract

A5.1 A successful bid is one **we** accept as such (normally on the fall of the hammer). This **condition** A5 applies to **you** if **you** make the successful bid for a **lot**.

A5.2 **You** are obliged to buy the **lot** on the terms of the **sale memorandum** at the price you bid plus **VAT** (if applicable).

A5.3 **You** must before leaving the **auction**:

- (a) provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity if required by **us**);
- (b) sign the completed **sale memorandum**; and
- (c) pay the deposit.

A5.4 If **you** do not **we** may either:

- (a) as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or
- (b) sign the **sale memorandum** on **your** behalf.

A5.5 The deposit:



(a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and

(b) must be paid in pounds sterling by cheque or by bankers' draft made payable to us on an **approved financial institution**. The extra auction conduct conditions may state if we accept any other form of payment.

**A5.6 We** may retain the **sale memorandum** signed by or on behalf of the **seller** until the deposit has been received in cleared funds.

**A5.7** If the **buyer** does not comply with its obligations under the **contract** then:

(a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and

(b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

**A5.8** Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**.

#### **A6 Extra Auction Conduct Conditions**

**A6.1** Despite any **special condition** to the contrary the minimum deposit we accept is £2000 (or the total **price**, if less). A **special condition** may, however, require a higher minimum deposit.

**A6.2** The deposit will be held by the **auctioneers** as agents for the **seller** unless the sale is subject to **VAT** when it will be held as stakeholder.

**Words in bold blue 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) outgoing 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.

**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**.

G11.2 If on **completion** there are any **arrears** of current rent the **buyer** must pay them, whether or not details of those **arrears** are given in the **special conditions**.

G11.3 Parts 2 and 3 of this **condition G11** do not apply to **arrears** of current rent.

### Part 2 Buyer to pay for arrears

G11.4 Part 2 of this **condition G11** applies where the **special conditions** give details of **arrears**.

G11.5 The **buyer** is on **completion** to pay, in addition to any other money then due, an amount equal to all **arrears** of which details are set out in the **special conditions**.

G11.6 If those **arrears** are not **old arrears** the **seller** is to assign to the **buyer** all rights that the **seller** has to recover those **arrears**.

### Part 3 Buyer not to pay for arrears

G11.7 Part 3 of this **condition G11** applies where the **special conditions**:

- (a) so state; or
- (b) give no details of any **arrears**.

G11.8 While any **arrears** due to the **seller** remain unpaid the **buyer** must:

- (a) try to collect them in the ordinary course of management but need not take legal proceedings or forfeit the **tenancy**;
- (b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment);
- (c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require;
- (d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order;
- (e) not without the consent of the **seller** release any tenant or surety from liability to pay **arrears** or accept a surrender of or forfeit any **tenancy** under which **arrears** are due; and
- (f) if the **buyer** disposes of the **lot** prior to recovery of all **arrears** obtain from the **buyer's** successor in title a covenant in favour of the **seller** in similar form to part 3 of this **condition G11**.

G11.9 Where the **seller** has the right to recover **arrears** it must not without the **buyer's** written consent bring insolvency proceedings against a tenant or seek the removal of goods from the **lot**.

## G12. Management

G12.1 This **condition G12** applies where the **lot** is sold subject to **tenancies**.

G12.2 The **seller** is to manage the **lot** in accordance with its standard management policies pending **completion**.

G12.3 The **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion** (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a **tenancy**; or a new tenancy or agreement to grant a new tenancy) and:

- (a) the **seller** must comply with the **buyer's** reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the **seller** to a liability that the **seller** would not otherwise have, in which case the **seller** may act reasonably in such a way as to avoid that liability;
- (b) if the **seller** gives the **buyer** notice of the **seller's** intended act and the **buyer** does not object within five **business days** giving reasons for the objection the **seller** may act as the **seller** intends; and
- (c) the **buyer** is to indemnify the **seller** against all loss or liability the **seller** incurs through acting as the **buyer** requires, or by reason of delay caused by the **buyer**.

## G13. Rent deposits

G13.1 This **condition G13** applies where the **seller** is holding or otherwise entitled to money by way of rent deposit in respect of a **tenancy**. In this **condition G13** "rent deposit deed" means the deed or other document under which the rent deposit is held.

G13.2 If the rent deposit is not assignable the **seller** must on **completion** hold the rent deposit on trust for the **buyer** and, subject to the terms of the rent deposit deed, comply at the cost of the **buyer** with the **buyer's** lawful instructions.

G13.3 Otherwise the **seller** must on **completion** pay and assign its interest in the rent deposit to the **buyer** under an assignment in which the **buyer** covenants with the **seller** to:

- (a) observe and perform the **seller's** covenants and conditions in the rent deposit deed and indemnify the **seller** in respect of any breach;
- (b) give notice of assignment to the tenant; and
- (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

## G14. VAT

G14.1 Where a **sale condition** requires money to be paid or other consideration to be given, the payer must also pay any **VAT** that is chargeable on that money or consideration, but only if given a valid **VAT** invoice.

G14.2 Where the **special conditions** state that no **VAT** option has been made the **seller** confirms that none has been made by it or by any company in the same **VAT** group nor will be prior to **completion**.

## G15. Transfer as a going concern

G15.1 Where the **special conditions** so state:

- (a) the **seller** and the **buyer** intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a transfer of a going concern; and
- (b) this **condition G15** applies.

G15.2 The **seller** confirms that the **seller**

- (a) is registered for **VAT**, either in the **seller's** name or as a member of the same **VAT** group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the **lot** a **VAT** option that remains valid and will not be revoked before **completion**.

G15.3 The **buyer** confirms that:

- (a) it is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group;
- (b) it has made, or will make before **completion**, a **VAT** option in relation to the **lot** and will not revoke it before or within three months after **completion**;
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the **lot** as a nominee for another person.

G15.4 The **buyer** is to give to the **seller** as early as possible before the **agreed completion date** evidence:

- (a) of the **buyer's** **VAT** registration;
- (b) that the **buyer** has made a **VAT** option; and
- (c) that the **VAT** option has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition G14.1** applies at **completion**.

G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:

- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
- (b) collect the rents payable under the **tenancies** and charge **VAT** on them

G15.6 If, after **completion**, it is found that the sale of the **lot** is not a transfer of a going concern then:

- (a) the **seller's** conveyancer is to notify the **buyer's** conveyancer of that finding and provide a **VAT** invoice in respect of the sale of the **lot**;
- (b) the **buyer** must within five **business days** of receipt of the **VAT** invoice pay to the **seller** the **VAT** due; and
- (c) if **VAT** is payable because the **buyer** has not complied with this **condition G15**, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.

## G16. Capital allowances

G16.1 This **condition G16** applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.

G16.2 The **seller** is promptly to supply to the **buyer** all information reasonably required by the **buyer** in connection with the **buyer's** claim for capital allowances.

G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.

G16.4 The **seller** and **buyer** agree:

- (a) to make an election on **completion** under Section 198 of the Capital Allowances Act 2001 to give effect to this **condition G16**; and
- (b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

## G17. Maintenance agreements

G17.1 The **seller** agrees to use reasonable endeavours to transfer to the **buyer**, at the **buyer's** cost, the benefit of the maintenance agreements specified in the **special conditions**.

G17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.

## G18. Landlord and Tenant Act 1987

G18.1 This **condition G18** applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.

G18.2 The **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

## G19. Sale by practitioner

G19.1 This **condition G19** applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.

G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.

G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.

G19.4 The **lot** is sold:

- (a) in its condition at **completion**;
- (b) for such title as the **seller** may have; and
- (c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:

- (a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and
- (b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The **buyer** understands this **condition G19** and agrees that it is fair in the circumstances of a sale by a **practitioner**.

## G20. TUPE

G20.1 If the **special conditions** state "There are no employees to which TUPE applies", this is a warranty by the **seller** to this effect.

G20.2 If the **special conditions** do not state "There are no employees to which TUPE applies" the following paragraphs apply:

- (a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.
- (b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.
- (c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.
- (d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

## G21. Environmental

G21.1 This **condition G21** only applies where the **special conditions** so provide.

G21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.

G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

## G22. Service Charge

G22.1 This **condition G22** applies where the **lot** is sold subject to **tenancies** that include service charge provisions.

G22.2 No apportionment is to be made at **completion** in respect of service charges.

G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:

- (a) service charge expenditure attributable to each **tenancy**;
  - (b) payments on account of service charge received from each tenant;
  - (c) any amounts due from a tenant that have not been received;
  - (d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.
- G22.4 In respect of each **tenancy**, if the service charge account shows that:
- (a) payments on account (whether received or still then due from a tenant) exceed attributable service charge



expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account; (b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition G11 (arrears)** applies. G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund: (a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and (b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

#### G23. Rent reviews

G23.1 This **condition G23** applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.

G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.

G23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to be unreasonably withheld or delayed.

G23.4 The **seller** must promptly:

(a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and

(b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

G23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.

G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.

#### G24. Tenancy renewals

G24.1 This **condition G24** applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.

G24.4 Following **completion** the **buyer** must:

(a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;

(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.

#### G25. Warranties

G25.1 Available warranties are listed in the **special conditions**.

G25.2 Where a warranty is assignable the **seller** must:

(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and (b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

G25.3 If a warranty is not assignable the **seller** must after **completion**:

(a) hold the warranty on trust for the **buyer**; and

(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place

the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

#### G26. No assignment

The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.

#### G27. Registration at the Land Registry

G27.1 This **condition G27.1** applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:

(a) procure that it becomes registered at Land Registry as proprietor of the **lot**;

(b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and

(c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor. G27.2 This **condition G27.2** applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:

(a) apply for registration of the **transfer**;

(b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and

(c) join in any representations the **seller** may properly make to Land Registry relating to the application.

#### G28. Notices and other communications

G28.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.

G28.2 A communication may be relied on if: (a) delivered by hand; or

(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or

(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

G28.3 A communication is to be treated as received: (a) when delivered, if delivered by hand; or

(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.

G29. **Contracts (Rights of Third Parties) Act 1999** No one is intended to have any benefit under the **contract** pursuant to the **Contract (Rights of Third Parties) Act 1999**.

#### G30. Extra General Conditions

G30.1 If a cheque for all or part of the deposit is not cleared on first presentation, the **auctioneers** are under no obligation to re-present the cheque, but should they do so (at their sole discretion) then the **buyer** will pay to the **auctioneers** a fee of £100 plus VAT, such payment being due whether or not the cheque ultimately clears.

G30.2 Vacant possession of the **lot** shall be given to the **buyer** on **completion** except where stated in the **special conditions**. The **buyer** accepts that vacant possession of the whole or any part of the **lot** offered with vacant possession notwithstanding that:

(a) there may be furniture fittings or effects remaining at the **lot** in which case the **buyer** shall not be entitled to require the removal of such items or delay **completion** on the grounds that the existence of such items does not constitute vacant possession, and

(b) that all or part of the **lot** whether comprising a house, part of a house, flat or flats may not legally be used for immediate residential occupation.

G30.3 The **buyer** will pay to the **auctioneers** a Buyers Administration Fee of £600 inclusive of VAT (£300 for transactions of less than £10,000). If for any reason this sum is not paid on exchange of contracts then it will be payable to the **seller's** solicitors on **completion** in addition to the purchase price.

G30.4 Any description of the **lot** which includes reference to its use does not imply or warrant that it may be legally used for that purpose.

G30.5 If the **buyer** is unable to provide adequate means of identification in the auction room either for himself or for the contractual **buyer** (if this is different) the **auctioneers** may retain the **sale memorandum** signed by or on behalf of the **seller** until such identification is produced and in the absence of its production may (as agents for the **seller**) treat this as the **buyers** repudiation of the **contract** and re-offer the **lot** for sale.

G30.6 The **auctioneers** shall be under no financial liability in respect of any matters arising out of the **auction** or the particulars of any **lot** or any of the **conditions** relating to any **lot**. No claims shall be made against the **auctioneers** by the **buyer** in respect of any loss or damage or claim actually or allegedly suffered by or made against the **buyer** by reason of the **buyer** entering into the **contract**.

G30.7 The **auctioneers** have undertaken their best endeavours to satisfy themselves as to the bone fides of the **seller** and that he is the beneficial owner but we give no warranty.

A full copy of the Common Auction Conditions including the Glossary can be found at: [www.rics.org/commonauctionconditions](http://www.rics.org/commonauctionconditions)

## LEGAL PACKS

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale.

It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction.

The Legal Pack is available at the Auctioneers offices and website during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

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