

# Cottons

CHARTERED SURVEYORS

## AUCTION CATALOGUE

Wednesday **19 February** 2025: 1pm



COTTONS

# 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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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.

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 £1,250 (inclusive of VAT), in addition to the 10% deposit (subject to a minimum deposit of £5,000), 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 enquires 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.

## 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.

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.



# Cottons

CHARTERED SURVEYORS

## A Collective Auction Sale of 42 Lots

Comprising a range of Residential and Commercial, Vacant and Investment Properties, Freehold Ground Rents, Land and Development Opportunities by kind instructions of a variety of Vendors including Joint Administrators, Housing Associations, Solicitors, Joint Property Agents, Companies and Private Clients

### Order of sale

LOT	ADDRESS	TENURE
1	27 Low Wood Road, Erdington, Birmingham B23 6HD	Freehold Vacant Residential
2	68 Sampson Road, Sparkbrook, Birmingham B11 1JY	Freehold Vacant Residential
3	149 Lincoln Road, Peterborough PE1 2PW	Freehold Vacant Residential
4	2 Cumberford Avenue, Birmingham B33 ONP	Leasehold Vacant Residential
5	58 Norwood Road, Brierley Hill, West Midlands DY5 3XF	Freehold Vacant Residential
6	15 Willow Crescent & Fgr's 13, 17 & 19 Willow Crescent, Oakham LE15 6EQ	Freehold Investment Opportunity
7	Flat 4 Old Crescent Court, Tame Road, Oldbury, West Midlands B68 OJX	Leasehold Residential Investment
8	35 Townley Gardens, Birmingham B6 6LP	Freehold Residential Investment
9	125-127 Anderton Park Road, Moseley, Birmingham B13 9DQ	Freehold Vacant Residential
10	21 Hollydale Road, Erdington, Birmingham B24 9LP	Freehold Vacant Residential
11	1 Wesley Road, Erdington, Birmingham B23 6TX	Freehold Residential Investment
12	Flat 1 Matthew Court, 367 Hagley Road, Edgbaston, Birmingham B17 8DL	Leasehold Residential Investment
13	Flat 12 Matthew Court, 369 Hagley Road, Edgbaston, Birmingham B17 8DL	Leasehold Residential Investment
14	68 Three Shires Oak Road, Smethwick, West Midlands B67 5BY	Freehold Vacant Retail Shop & Flat
15	8 Hanson Grove, Solihull, West Midlands B92 7QB	Freehold Vacant Residential
16	32 Columbus Avenue, Brierley Hill, West Midlands DY5 1TW	Leasehold Vacant Residential
17	22 Brompton Drive, Brierley Hill, West Midlands DY5 3NZ	Freehold Residential Investment
18	127 Aldridge Road, Perry Barr,, Birmingham, B42 2ET	Freehold Vacant Commercial
19	11 Farm Close, Codsall, Wolverhampton WV8 1JU	Freehold Residential Investment
20	Flat 5, 26 Horse Fair, Rugeley, Staffordshire WS15 2EL	Leasehold Residential Investment
21	Flat 10 The Old Court House, 3 Priory Street, Dudley DY1 1EP	Leasehold Vacant Residential
22	Star Garage, 222 Darlaston Road, Wednesbury, West Midlands WS10 7TQ	Freehold Vacant Commercial
23	22 Melville Hall, Holly Road, Edgbaston, Birmingham B16 9NJ	Leasehold Vacant Residential
24	Land Adj. 58 & 66 Brooks Road, Sutton Coldfield, West Midlands B72 1HR	Freehold Land
25	Land At Leomansley Road, Leomansley View, Lichfield WS13 8AW	Freehold Land
26	Fgr 34 Daywell Rise, Rugeley, Staffordshire WS15 2RE	Freehold Ground Rent
27	Fgr 36 Daywell Rise, Rugeley, Staffordshire WS15 2RE	Freehold Ground Rent
28	47 Court Farm Road, Erdington, Birmingham B23 5ND	Leasehold Vacant Residential
29	17 Crescent Road, Netherton, Dudley, West Midlands DY2 ONW	Freehold Vacant Residential
30	17 Broadway West, Walsall WS1 4DY	Freehold Investment Opportunity
31	300-302 Stratford Road, Sparkhill, Birmingham B11 1AA	Freehold Investment Opportunity
32	The Village Lodge, 37/39 Station Street, Cheslyn Hay, Walsall WS6 7ED	Freehold Commercial Investment
33	Flat 16 Chamberlain House, Skipton Road, Birmingham B16 8JL	Leasehold Residential Investment
34	Flat 9 Holland House, Great Hampton Row, Birmingham B19 3JA	Leasehold Vacant Residential
35	Flat 133 Cleveland Tower, Holloway Head, Birmingham B1 1UE	Leasehold Vacant Residential
36	18 Oliver Street, Mexborough, South Yorkshire S64 9NW	Freehold Residential Investment
37	61 Water Street, Birmingham B3 1HN	Leasehold Office Investment
38	91 Hatherton Road, Cannock, Staffordshire WS11 1HH	Freehold Vacant Residential
39	47 Hawksworth, Glascote, Tamworth, Staffordshire B77 2HH	Freehold Vacant Residential
40	59a & 59b Blackberry Lane, Halesowen, West Midlands B63 4NY	Freehold Residential Part Investment/Part Vacant
41	9 Grange Lane, Sutton Coldfield, Four Oaks, West Midlands B75 5JU	Leasehold Vacant Residential
42	16 Chantry Road, Handsworth, Birmingham B21 9JB	Freehold Vacant Residential

### Auctioneers:

Andrew J. Barden MRICS FNAVA,  
John Day FRICS FNAVA,  
Timothy Boot FRICS.

### Valuers:

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

### Auction Team:

Richard Longden B.Sc. (Hons.) MRICS,  
Julie Murphy, Sharron Sheldon,  
Tina Thornton, Dawn Prince, Nick Burton, Mark Judd.

## IMPORTANT NOTICE

All Bidders must register to bid by completing the online registration process on our website or completing and submitting the form contained on Page 5 of this catalogue, providing ID documents, proof of funds and then reserve the sum of £6,250 on your Payment Card (comprising of a Bidding Security of £5,000 and our Auction Administration Fee of £1,250) which shall be fully refunded in the event your bid is unsuccessful.

All Bidding Registrations should be received no later than 24 hours prior to the commencement of the Auction 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.

We request any Bidder attending the Live Auction Room to register their bid prior to the auction day as detailed above. This will enable us to fastrack your entry to the auction room and streamline the purchase procedure in the event your bid is successful. By registering prior you will also be authorised to bid online should you be unable to attend the auction for any reason thus enabling you to secure your purchase.

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

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

# Bidding Options

This will be a live auction held at Avery Fields Sports & Events Venue, 79 Sandon Rd, Birmingham B17 8DT. You have the option to bid in person by attending the venue on the day, bid online, bid by telephone or by proxy.

## In Room Bidding

We request any Bidder attending the Live Auction Room to register their bid prior to the auction day by completing the online registration process on our website or completing and submitting the form contained on Page 6 of this catalogue, providing ID documents, proof of funds and then reserve the sum of £6,250 on your Payment Card (comprising of a Bidding Security of £5,000 and our Auction Administration Fee of £1,250), which shall be fully refunded in the event your bid is unsuccessful. This will enable us to Fastrack your entry to the auction room where your bidding number will be ready for your collection and streamline the purchase procedure in the event your bid is successful.

**By registering prior you will also be authorised to bid online should you be unable to attend the auction for any reason thus enabling you to secure your purchase.**

For those unable to register online, registration will be available in the auction room and full ID checks will be undertaken before you receive your bidding number.

Acceptable forms of Identification are:

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

Please ensure have means to pay the deposit and our Auction Administration Fee which will be required before leaving the auction room. In Room Auction deposits may be paid by the following methods:

### • 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

**If you fail to comply with these requirements, you will be unable to bid.**

## Online, Telephone & Proxy Bidding

All Bidders must register to bid by completing the online registration process on our website or completing and submitting the form contained on Page 6 of this catalogue, providing ID documents, proof of funds and then reserve the sum of £6,250 on your Payment Card (comprising of a Bidding Security of £5,000 and our Auction Administration Fee of £1,250), which shall be fully refunded in the event your bid is unsuccessful. All Bidding Registrations should be received no later than 24 hours prior to the commencement of the Auction to allow sufficient time for processing. Please don't leave it too late.

If your bid is successful you agree to pay the contractual auction deposit equating to 10% of the purchase price (subject to a minimum deposit of £5,000), by bank transfer within 24 hours of the auction and your bidding security payment (£5,000) will be credited against the deposit due. We request that you transfer moneys immediately following your purchase and a member of the auction team will contact you upon the fall of the hammer to arrange payment with you.

If you have registered and been authorised for a Telephone Bid we will call you when the lot you are interested in comes up and take live bids from you over the telephone. Telephone Bids will be strictly on a first come first served basis.

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

# 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.

You will be able to watch and listen to the Auction 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 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 £6,250 equating to £1,250 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.

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

# Understand The Guide Price And Reserve Price

## GUIDES & RESERVES

### 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.

### 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.

## THE AUCTION DAY

#### 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.

## FALL OF THE HAMMER

## 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 (subject to a minimum deposit of £5,000), along with the Buyers Administration Fee usually £1250 (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.

# Proxy, Telephone & Internet Bidding

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 £6,250 equating to £1,250 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 (subject to a minimum deposit of £5,000), 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 (Please Tick)

Telephone  Proxy  Internet

## 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: \_\_\_\_\_

## LOT Details

LOT: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Max Bid (Proxy Bid): \_\_\_\_\_ Max Bid (Words) \_\_\_\_\_

## Payment Details

Payment Required

**£6,250**  
(Six Thousand, Two Hundred & 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: \_\_\_\_\_

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:   /

## 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](mailto: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](http://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 Auctioneers 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.

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



# Auction Offer sheet

## LOT No.

Property Address:

Offer Price:

Cash: £:

Mortgage:

## Purchaser Details:

Name:

Company Name:

Address:

Postcode:

Email:

Tel:

Mobile:

## Solicitors Details:

Name:

Postcode:

Company:

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.**  
Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8% All Cards must be Chip & Pin enabled
2. You will also be required to pay the buyers administration fee of £1,250 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 preauction 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**



## We require properties for our next property auction **2 April 2025**

### We require...

- Residential and Commercial, Vacant and Investment Properties.
- Land and Development Opportunities.
- Freehold Ground Rents.
- Deceased Estates.
- Properties requiring Repair and Refurbishment.
- Problem Properties with Structural Damage, Mineshafts,
- Problem Neighbours,
- Short Leaseholds, etc.
- Properties requiring a Fast, Straightforward and conclusive Sale.

**Closing date for entries:  
7 March 2025**

**Please call us to discuss including your  
property and to arrange a free auction  
appraisal 0121 247 2233**



## Important notice relating to: Fees / Costs / Charges payable by the buyer in addition to the purchase price

### **AUCTION ADMINISTRATION FEE**

All buyers will be required to pay an Auction Administration Fee of £1,250 (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**

Additional Fees / Costs / Charges MAY be payable by the buyer in addition to the purchase price. These MAY include sellers search costs/disbursements, reimbursement of sellers solicitors & auctioneers costs, outstanding service charge, ground rent payments, rent arrears / apportionment of rent, Value Added Tax (VAT), Stamp Duty, etc. and all prospective purchasers are advised to inspect the Legal Documents including the Sale Contract / Special Conditions and seek their own independent legal advice as to the full cost of purchasing a specific property.

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.





# Property Viewings

## Vacant Properties

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.

## Investment Properties

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.

## Viewing Guidelines

- Please arrive promptly for your appointment.
- On Arrival we shall require your name and telephone number and you will be unable to view if this information is not provided.
- You will be responsible for providing your own PPE if required.
- Where possible, we have included on our website internal photos and video tour for each property to assist you.
- Please be aware that many auction properties are often in disrepair and unsafe condition and all persons viewing any property must do so with the extreme caution and entirely at their own risk. By attending a viewing, you accept that neither the Seller nor the Auctioneer accept any liability for harm caused whilst viewing a property.
- 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. We thank you in advance for your co-operation.

# Deposit & Admin Fee

On the fall of the hammer the successful bidder will be deemed to have legal purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum deposit of £5,000). In addition an Administration fee of £1,250 (inclusive of VAT) is 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). All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

## In Room Auction Deposits may be paid by the following methods:

### Card Payments

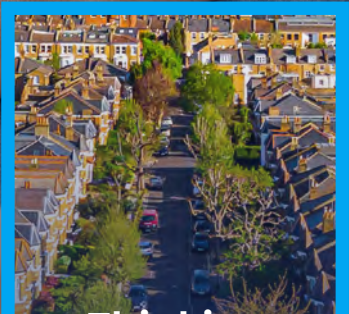
- Please note that we accept Visa and Mastercard Personal Debit Cards
- Personal Credit Cards are NOT accepted
- Business or Corporate Cards are accepted, which are subject to a surcharge of 1.8%
- All Cards must be Chip & Pin enabled

The Deposit and Auction Administration Fee must be paid before leaving the auction room.

### Online, Telephone & Proxy Bidding Deposits:

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. We request that you transfer moneys immediately following your purchase and a member of the auction team will contact you upon the fall of the hammer to arrange payment with you.

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



**Thinking of selling your property?**

**We require all types of properties for our forthcoming auction on the**

**2 April 2025**



**LOT 1**

**Freehold Vacant End Terraced House with Three Bedrooms in Need of Repair**  
\*Guide Price: £50,000 - £60,000 (+Fees)

**27 Low Wood Road, Erdington, Birmingham, West Midlands B23 6HE**

**Property Description:**

An end terraced house of rendered brick construction, surmounted by a hipped slate clad roof, benefiting from three bedrooms but requiring complete repair and refurbishment throughout.

Low Wood Road forms part of an established residential area and leads directly between Chudleigh Road and Marsh Lane.

The property is conveniently within approximately half a mile from Erdington Shopping Centre and one and a half miles from the M6 Motorway (Junction 6).

**Accommodation:**

**Ground Floor**

Porch, Reception Hall, Lounge: 3.44 x 3.15m, Dining Room: 3.56 x 3.44m, Kitchen: 4.08 x 2.22m

**First Floor**

Stairs and Landing, Bedroom One: 4.41 x 3.45m, Bedroom Two: 3.45 x 2.82m, Bedroom Three: 3.15 x 2.23m (max.), Bathroom: 1.84 x 1.26m with bath, wash basin and wc.

**Outside:**

**Front:** Paved forecourt.

**Rear:** Shared pedestrian side access to overgrown garden.

**Council Tax Band:** B  
**EPC Rating:** TBC

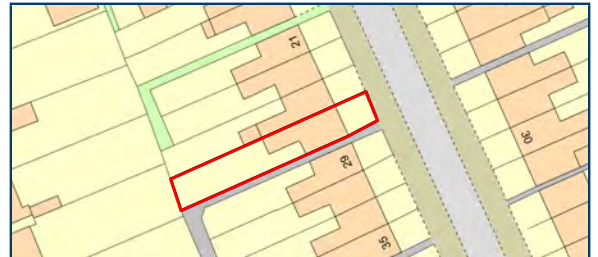
**Legal Documents:**

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

**Viewings:**

Refer to Viewing Schedule online.

**Viewing Note: The property is in a very poor condition and all persons viewing are advised to take utmost caution and view entirely at their own risk. Neither the Auctioneers or Seller will accept any responsibility for injury or harm suffered by any persons viewing.**



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

**LOT 2**

**Freehold Vacant Mid Terrace House with Three Bedrooms**  
\*Guide Price: £145,000 - £150,000 (+Fees)

**68 Sampson Road, Sparkbrook, Birmingham, West Midlands B11 1JY**

**Property Description:**

A traditional spacious two storey mid-terrace house of brick construction, surmounted by a pitched tile clad roof, situated behind a walled fore court benefiting from uPVC double glazing and gas fired central heating.

Sampson Road is conveniently situated within close proximity to Stratford Road (A34) with local shops and amenities, circa. 0.6 miles from Bordesley Train Station, circa. 1.6 miles from Birmingham City Centre and circa. 1.6 miles from Moseley Village.

**Accommodation:**

**Ground Floor**

Entrance Hallway, Front Reception Room: 4.00m x 3.48m, Rear Reception Room: 3.7m x 3.05m, Kitchen: 3.15m x 2.84m.

**First Floor**

Stairs and Landing, Bedroom One: 4.02m x 2.81m, Bedroom Two: 3.71m x 3.07m, Bedroom Three: 3.11m x 1.94m, Bathroom with bath, shower cubicle, wash basin and WC.

**Outside:**

**Front –** Walled Forecourt

**Rear –** Garden.

**Council Tax Band B**

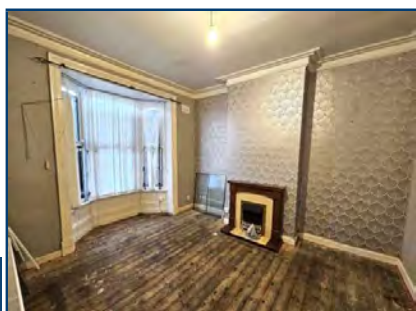
**EPC Rating D**

**Legal Documents**

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

**Viewings**

Refer to Viewing Schedule Online.



**LOT 3**

**Freehold Vacant Potential Investment Property (4 Self Contained Flats)**

\*Guide Price: £190,000 - £200,000 (+Fees)

**149 Lincoln Road, Peterborough, Cambridgeshire, PE1 2PW**



**Property Description:**

A substantial extended three storey mid-terrace property converted into four one-bedroom self-contained flats constructed of brick with a pitched tile clad roof and set back from the road behind a walled forecourt. The property has valuable car parking amenity to the rear with shared access via Miral Court.

All flats have separate meters and provide well laid out accommodation, benefitting from UPVC double glazed windows and gas fired central heating, but would benefit from modernisation.

Lincoln Road forms part of an established residential area and is conveniently situated approximately 0.5 miles from Peterborough City Centre which provides access to a wide range of local retail amenities and services, 0.6 miles from Peterborough Train Station and 1.4 miles from Peterborough City Hospital.

**Accommodation:**

**Ground Floor**

Flat 1 - Hallway, Living Room, Kitchen, Bedroom (double), Bathroom with bath, wash basin and WC. Gross Internal Area – 44.55 sq. metres.

Flat 2 - With own private external entrance, Hallway, Open Plan Living Area/Kitchen, Bedroom (double), Bathroom with bath, wash basin and WC. Gross Internal Area - 36.04 sq. metres.

**First Floor**

Flat 3 – Hallway, Living Room, Kitchen, Bedroom (double), Bathroom with bath, wash basin and WC. Gross Internal Area – 45.38 sq. metres.

**Second Floor**

Flat 4 - Hallway, Living Room, Kitchen, Bedroom (double), Bathroom with bath, wash basin and WC. Gross Internal Area – 44.5 sq. metres.

**Communal Areas**

With secure Entrance Hallway, Stairs and Landings.

**Outside:**

**Front** Walled Forecourt

**Rear** Communal driveway providing off road parking amenity accessed via rear service road off Miral Court (between 119 and 121 Lincoln Road).

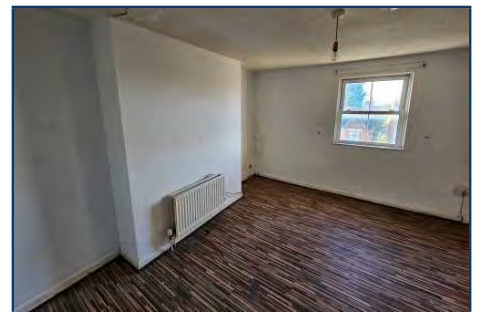
**Plot Size:** 318 sq. metres (0.08 acres)

**EPC Rating** Flats 1, 2 & 4 'D' Flat 3 'C'

**Council Tax** All flats are Band 'A'

**Legal Documents** Click on 'Legal Documents', or view via website.

**Viewings** Refer to Viewing Schedule Online



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





**LOT 4**

**Leasehold Vacant Two Bedroom Ground Floor Maisonette**  
\*Guide Price: £68,000 - £76,000 (+Fees)

**2 Cumberford Avenue, Birmingham, West Midlands B33 0NP**

**Property Description:**

A well laid out purpose built ground floor two bedroom maisonette forming part of a two storey development of brick and tile construction and set back from the road behind a lawned and paved foregarden. The property benefits from UPVC double glazed windows, electric heating and an allocated garage located in an adjacent block. Cumberford Avenue is found off Tile Cross Road and is conveniently located within approximately 1 mile from Marston Green train station and 2.5 miles from Birmingham Airport.

**Accommodation:**

**Ground Floor**

Entrance Hall, with Walk in Store, Lounge: (4.70m x 3.23m) , Kitchen: (3.79m x 2.28m), Bedroom 1: (2.75m x 2.79m), Bedroom 2: (4.69m x 2.63m) Bathroom: (2.74m x 1.98m) with panelled bath having shower over, pedestal wash basin and WC.

**Outside:**

Rear: Private Rear lawned Garden and an allocated garage located in an adjacent block.

**Leasehold Information**

Term: 99 Years from 29th September 1975 (49 years unexpired).  
Ground Rent: Currently £30 Rising to £60.

**Council Tax:** B  
**EPC Rating:** D

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

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



Rear Garden



Garage

**LEGAL PACKS**

**Cottons**  
CHARTERED SURVEYORS

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.



**Call our Auction Team today!**

**0121 247 2233**

Follow us on   
@CottonsCS



**LOT 5**

**Freehold Vacant Semi Detached House with Three Bedrooms**  
\*Guide Price: £120,000 - £127,000 (+Fees)

**58 Norwood Road, Brockmoor, Brierley Hill, West Midlands, DY5 3XF**



**Property Description:**

A semi-detached house of two-storey brick construction, surmounted by a pitched, tile clad roof, occupying a large plot and set back from the road behind a paved and gravelled forecourt, providing off-road parking.

The property provides well laid out accommodation, benefitting from UPVC double glazed windows, and gas-fired central heating (replacement boiler in August 2022) and provides scope for extension to the side, subject to obtaining planning consent.

Norwood Road forms part of the established and predominantly residential area of Brockmoor and leads directly off High Street (B4180) which provides access to a wide range of local retail amenities and services.

**Accommodation:**

**Ground Floor**

Double-glazed Porch, Reception Hall, Lounge: 3.96 x 3.79m, Open Plan Dining Kitchen with Dining Area: 3.11 x 2.89m and Kitchen area: 3.11 x 2.9m, having extensive range of kitchen units.

**First Floor**

Stairs and Landing, Bedroom One: 3.96 x 3.45m with fitted wardrobes, Bedroom Two: 3.4 x 2.67m with fitted wardrobes, Bedroom Three: 3.09 m (max.) x 2.25m

Shower Room: 2.21 x 1.63m with glazed shower enclosure, pedestal wash basin and w.c.

**Outside:**

**Front:** Paved and gravelled forecourt providing multiple off-road car parking.

**Rear:** Pedestrian side gated access, brick store, side yard providing scope for the erection of a garage (subject to planning consent), paved patio and a large lawned garden with play area.

**Council Tax Band A**

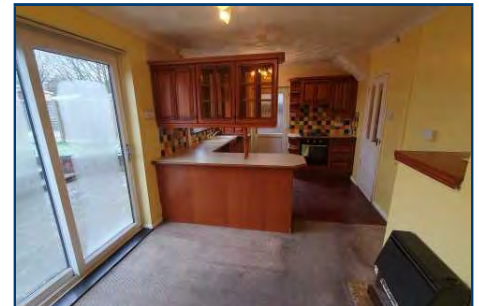
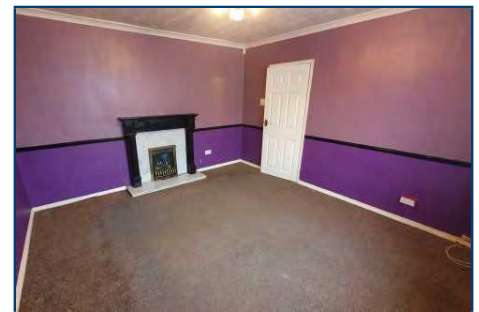
**EPC Rating C**

**Legal Documents:**

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

**Viewings:**

See Viewing Schedule at [www.cottons.co.uk](http://www.cottons.co.uk)



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



**LOT 6**

**Freehold Investment Opportunity (1 Vacant Maisonette & 3 Ground Rents)**

\*Guide Price: £85,000 - £90,000 (+Fees)

**15 Willow Crescent & FGR's 13, 17 & 19, Oakham, Rutland, LE15 6EQ**



**Property Description:**

A freehold investment opportunity comprising a two storey detached block of four maisonettes surmounted by a pitched tile roof and including one vacant maisonette (15 Willow Crescent) and three maisonettes (13, 17 & 19 Willow Crescent) providing a freehold ground rent investment all being subject to long leasehold interests.

The development forms part of an established and well regarded area and Willow Crescent leads off Woodland View, conveniently situated approx. 0.6 miles from Oakham town centre's shops and amenities and approx. 1 mile from Rutland Memorial Hospital.

The market town of Oakham is the county town of Rutland in the East Midlands, home to the prestigious Oakham School and located approx. 25 miles east of Leicester, 28 miles south-east of Nottingham and 23 miles north-west of Peterborough.

**Investment Income**

13 Willow Crescent – Subject to a long lease for a term of 125 years from 19th October 1987 paying a ground rent of £10 per annum.

15 Willow Crescent - Vacant with potential to occupy or let on an Assured Shorthold Tenancy.

17 Willow Crescent - Subject to a long lease for a term of 125 years from 24th November 1987 paying a ground rent of £10 per annum.

19 Willow Crescent - Subject to a long lease for a term of 125 years from 24th November 1987 paying a ground rent of £10 per annum.

**Landlord & Tenant Act 1987**

The seller is the Amplus Living Housing Association, who due to their status are exempt from serving Section 5b Notices on the lessees offering first rights of refusal.

**Accommodation**

**13, 17 & 19 Willow Crescent:** Not Applicable

**15 Willow Crescent:** This maisonette is in a modern and well presented condition throughout, having modern kitchen and bathroom fittings, uPVC double glazing and gas fired central heating.

**Ground Floor**

Outside Store: 2.84m x 1.58m, Porch

**First Floor**

Stairs and Landing, Living Room: 4.68m x 3.56m, Kitchen: 4.22m x 2.63m maximum, Bedroom One: 3.6m x 3.4m, Bedroom Two: 3.29m x 3.19m, Bathroom with bath and shower over, wash basin and WC.

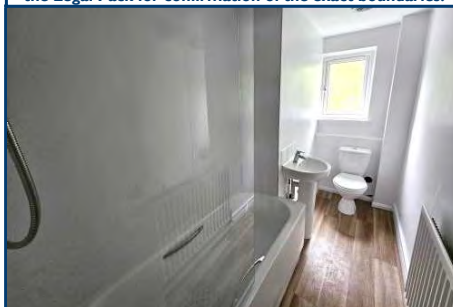
**Outside:** Gardens

**EPC Rating C**

**Council Tax Band A**



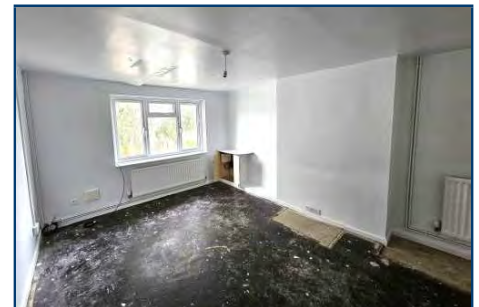
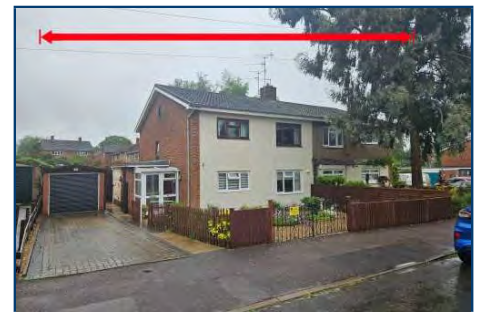
This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact boundaries.



**Legal Documents**

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

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





**LOT 7**

**Leasehold Investment Two Bedroom First Floor Maisonette**

\*Guide Price: £78,000 - £86,000 (+Fees)

**Flat 4 Old Crescent Court, Tame Road, Oldbury, West Midlands B68 0JX**

**Property Description:**

A well laid out purpose built first floor two bedroom maisonette forming part of a two storey development of brick and tile construction and set back from the road behind a lawned and paved foregarden. The property benefits from UPVC double glazed windows, gas fired central heating and communal parking to the rear of the building. The property is located on Tame Road close to the junction with Perry Hill Road. The property is currently let on an assured shorthold tenancy agreement producing a rental of £975 pcm (£11,750 per annum).

**Accommodation:**

**Ground Floor:**

Entrance Hall, stairs to

**First Floor:**

Hallway with Walk in Store, Lounge: (4.28m x 3.75m), Kitchen: (4.51m x 2.21m), Bedroom 1: (3.74m x 2.94m), Bedroom 2: (3.55m x 2.20m) Bathroom: (1.92m x 1.89m) with panelled bath having shower over, pedestal wash basin and WC.

**Outside:**

Rear: lawned Gardens and communal parking

**Leasehold Information**

**Term:** 99 years (less 3 days) from 24 June 1982

**Ground Rent:** £50 rising to £150

**Service Charge:** Refer to legal pack

**Council Tax:** B

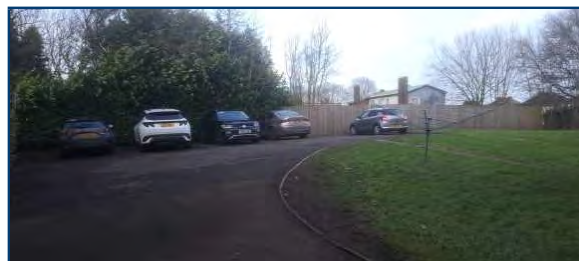
**EPC Rating:** C

**Legal Documents:**

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

**Viewings:**

Via Cottons - 0121 247 2233



Communal Rear Parking

**LOT 8**

**Freehold Investment (Three Bedroom End Terraced House)**

\*Guide Price: £148,000 - £168,000 (+Fees)

**35 Townley Gardens, Aston, Birmingham, West Midlands B6 6LP**

**Property Description:**

A three bedroom end terraced property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Townley Gardens is located off Trinity Road which in turn can be found off Witton Road. The property is let on a Assured Shorthold Tenancy Agreement for a term of 5 years from 15/11/2024 producing a rental of £750 pcm (£8,400 for the first three years) and then £800 pcm (£9,600 per annum for the remaining two years).

**Accommodation:**

**Ground Floor**

Entrance Porch, Entrance Hallway,

Kitchen: (2.41x2.62m), Lounge/Dining Room: (5.82x4.66m), Stairs

**First Floor**

Bedroom 1: (3.76x2.78m), Bedroom 2: (4.39x2.76m), Bedroom 3: (3.10x1.80m), Bathroom having panelled bath with mixer shower over, wash basin and WC: (1.70x1.94m)

**Outside:**

**Front:** Paved foregarden

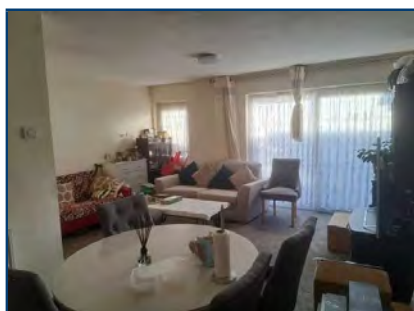
**Rear:** Paved garden

**Council Tax Band – B**

**EPC Rating – Commissioned (Refer to Legal Pack)**

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

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





**LOT 9**

**125 - 127 Anderton Park Road, Moseley, Birmingham, West Midlands B13 9DQ**



**Property Description:**

A pair of traditional three storey semi-detached residential dwellings believed to have constructed late 19th century of brick and surmounted by pitched roofs.

The properties have been extended and converted and are currently laid out as ten self-contained flats comprising 3x two bedroom units and 7x one bedroom units, staff living quarters and a children's nursery area (known as No. 125a).

The property has most recently been used by a supported living organisation to accommodate single parents with young children.

All units benefit from uPVC glazed windows and the flats have gas fired central heating with radiators in all principal rooms served from a centralised gas central heating boiler located in the boiler room.

The properties may be suitable for a wide variety of alternative uses and are currently in need of modernisation and repair throughout.

The properties are situated on Anderton Park Road, between the junctions of Wake Green Road and Forest Road in well regarded residential location, conveniently situated circa. 550 metres east of Moseley Village Centre, 1.5 miles west of Hall Green Train Station, 2.5 miles south of Birmingham City Centre and 4.6 miles south of Junction 6 of the M6.

**Accommodation:**

**125 Anderton Park Road**

**Ground Floor**

Communal Vestibule, Hallway, Cellar.

Flat 1 – Hallway, Living Room, Kitchen, Bedroom (double) with En-Suite Bathroom with WC.

GIA: 39.39 sq. m.

Flat 2 – Hallway, Living Room, Kitchen, Bedroom (double), Bathroom with WC.

GIA: 43.23 sq. m.

125A – (Nursery area accessed independently via side passageway) Hallway, Office, Kitchen, Utility room, Children's WCs/changing area, Nursery Room.

GIA: 85.57 sq. m.

**First Floor**

Stairs and communal landing.

Flat 4 – Hallway, Living Room, kitchen, Bedroom (double), Bathroom with WC.

GIA: 40.84 sq. m.

Flat 5 - Hallway, living room, kitchen, bedroom (double), bathroom with WC.

GIA: 41.87 sq. m.

**Second Floor**

Stairs and communal landing.

Flat 8 - Hallway, living room, kitchen, bedroom one (double), bedroom two (single), bathroom with WC.

GIA: 53.08 sq. m.

**127 Anderton Park Road**

**Ground Floor**

Communal vestibule, hallway.

Staff Quarters – Office, Inner Hallway, Cellar (uninspected), Kitchen, Shower Room with WC, Staff Bedroom.

GIA: 33.93 sq. m.

Flat 3 - Hallway, Living Room, Kitchen, Bedroom (double), Bathroom with WC.

GIA: 43.23 sq. m.

Flat 10 – Hallway, Living Room, Kitchen, Storeroom, Bedroom (double), Bathroom with WC.

GIA: 34.82 sq. m.

Boiler Room (accessed externally).

**First Floor**

Stairs and Communal Landing.

Flat 6 - Hallway, Living Room, Kitchen, Bedroom One (double), Bedroom Two (single) Bathroom with WC.

GIA: 55.15 sq. m

Flat 7 - Hallway, Living Room, Kitchen, Bedroom (double), Bathroom with WC.

GIA: 42.35 sq. m.

**Second Floor**

Stairs and communal landing.

Flat 9 - Hallway, Living Room, Kitchen, Bedroom One (double), Bedroom Two (single), Bathroom with WC.

GIA 53.08 sq. m.

**Outside:**

Front – Driveway and Forecourt providing communal parking.

Rear – Large Garden.

**Overall Plot Size:** 0.528 acres (0.214 hectares)

**EPC Ratings**

Flat 1 – D, Flat 2 – C, Flat 3 – C, Flat 4 - C, Flat 5 - C, Flat 6 - C, Flat 7 - C, Flat 8 - D, Flat 9 - E, Flat 10 - D

**Council Tax Bands** All flats are Band A.

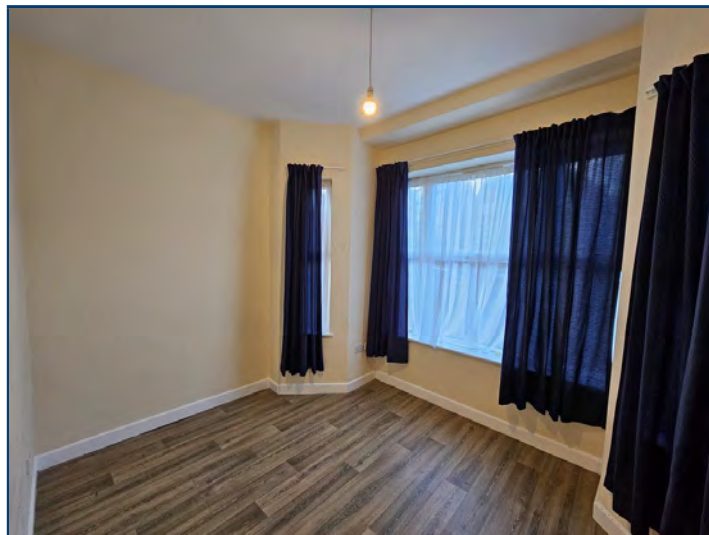
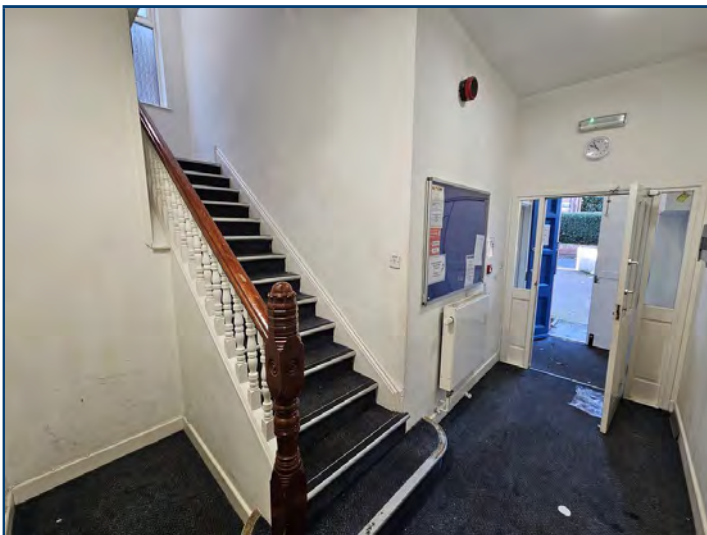
**Legal Documents:** Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:** Refer to viewing schedule online.





**Attractive Freehold Vacant Block of Ten Flats providing Potential Investment Opportunity**  
\*Guide Price: £925,000 - £1,025,000 (+Fees)



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



**LOT 10**

**Freehold Vacant Semi Detached House with Three Bedrooms**

\*Guide Price: £190,000 - £200,000 (+Fees)

**21 Hollydale Road, Erdington, Birmingham, B24 9LP**

**Property Description:**

A traditional two storey semi-detached house of brick construction, surmounted by a pitched clay tile clad roof, set back behind a driveway and benefiting from part uPVC double glazing but requiring modernisation. Hollydale Road is conveniently situated within close proximity to Tyburn Road (A38 & B4148) with local shops and amenities, approximately 0.8 miles from Erdington High Street, 1 mile from Erdington Train Station and 4.3 miles from Birmingham City Centre.

**Accommodation:**

**Ground Floor**

Entrance Hallway, Through Lounge (7.56m max x 3.01m), Breakfast Kitchen (2.34m x 3.67m minimum)

**First Floor**

Stairs and Landing, Bedroom One (3.01m x 3.29m), Bedroom Two (4.05m x 3.01m), Bedroom Three (2.41m x 2.41m), Bathroom with bath and shower over, wash basin and WC.

**Outside:**

**Front** – Driveway leading to Side Garage (4.35m x 2.49m minimum).

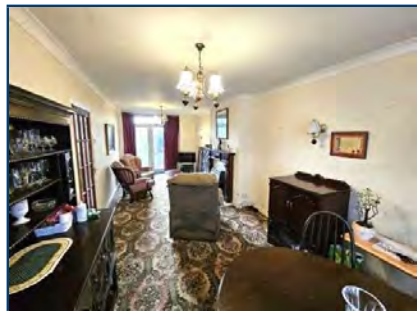
**Rear** – Garden.

**Council Tax Band** – C

**EPC Rating** - E

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

**Viewings:** Refer to Viewing Schedule Online



**LOT 11**

**Freehold Investment Three Bedroom End Terraced House**

\*Guide Price: £160,000 - £170,000 (+Fees)

**1 Wesley Road, Erdington, Birmingham, West Midlands B23 6TX**

**Property Description:**

An end terraced property of rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Wesley Road is located off Station Road and the property is within walking distance to Erdington Railway Station and within a quarter of a mile from Erdington High Street. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £850 pcm (£10,200 per annum)

**Accommodation:**

**Ground Floor**

Entrance Hallway, Lounge: (3.73x3.48m),

Dining Room: (3.73x3.64m), Kitchen: (3.28x2.69m), Rear Lobby, Bathroom having panelled bath, wash basin and WC (2.44x2.16m), Stairs,

**First Floor**

Landing, Bedroom 1: (3.75x4.66m), Bedroom 2 (3.77x2.72m), Bedroom 3: (3.54x2.75m)

**Outside:**

**Front:** Walled foregarden

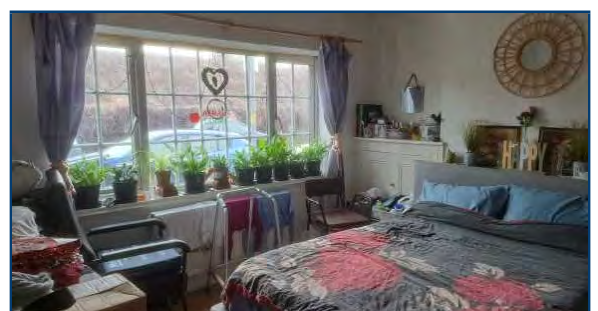
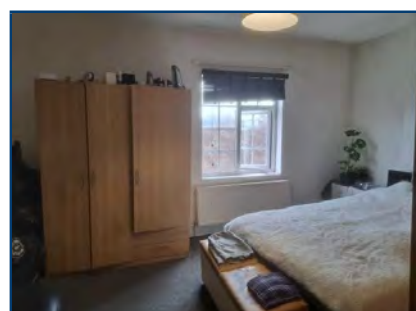
**Rear:** Patio area and lawned garden

**Council Tax Band** – A

**EPC Rating** – D

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

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



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**LOT 12**

**Leasehold Flat Investment (168 years unexpired)**  
\*Guide Price: £55,000 - £60,000 (+Fees)

**Flat 1 Matthew Court, 367 Hagley Road, Edgbaston, Birmingham, West Midlands B17 8DL**

**Property Description:**

A ground floor studio flat set within a purpose built three storey development with a pitched tile roof. The property is in a well-presented condition throughout benefiting from uPVC double glazing and electric heaters.

Matthew Court is conveniently location on Hagley Road (A456), approximately 0.5 miles from Bearwood Road Shopping District, approximately 1.9 miles from Five Ways Train Station and 2.8 miles from Birmingham City Centre.

**Tenancy Information**

The property is let on an Assured Shorthold Tenancy Agreement at a rental of £650pcm (£7,800 per annum). The existing tenant has been in occupation of the property since 6th December 2017.

**Accommodation:**

**Ground Floor**

Secure Communal Entrance Hall, Open plan Living Room/Bedroom; 5.6m x 2.8m and Kitchen Area: 2.19m x 1.7m, Utility area with wash basin: 1.58m x 1.41m and Bathroom with WC: 1.79m x 1.58m.

**Outside:**

Surrounding gardens and residents communal parking with barrier protection.

**Lease Information**

Term: Commencing 5th July 2019 and expiring 24th March 2193 (Circa. 168 years unexpired).

Ground Rent: One Peppercorn.

Service Charge: The development is managed by Cottons. The service charges from 1st July 2024 to 30th June 2025 are £900 per annum with a 10% discount if paid within 14 days of being due (effectively £810 per annum).

**Development Improvements**

A section 20 notice has been issued to all owners that a £21,000 investment shall be made to the development with the installation of secure boundary fencing approximately 6 ft in height with a secure coded pedestrian gate and secure coded electric vehicular gate. The works are due to commence around January to February 2025. Service changes shall not be impacted due sufficient funds in a healthy sinking fund. Please refer to the legal pack for further information.



**EPC Rating D**

**Council Tax A**

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

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



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**LOT 13**

**Leasehold Flat Investment (957 years unexpired)**  
\*Guide Price: £55,000 - £60,000 (+Fees)

**Flat 12 Matthew Court, 369 Hagley Road, Edgbaston, Birmingham, West Midlands B17 8DL**

**Property Description:**

A second floor studio flat set within a purpose built three storey development with a pitched tile roof. The property is in a well-presented condition throughout benefiting from an electric heater. Matthew Court is conveniently location on Hagley Road (A456), approximately 0.5 miles from Bearwood Road Shopping District, 1.9 miles from Five Ways Train Station and 2.8 miles from Birmingham City Centre.

**Tenancy Information**

The property is let on a Statutory Periodic (rolling) Tenancy Agreement paying a rental income of £600pcm (£7,200 per annum). The existing tenant has been in occupation of the property since 31st March 2012.

**Accommodation:**

**Ground Floor:** Secure Communal Entrance Hall.

**Second Floor**

Open plan Living Room/Bedroom; 5.6m x 2.8m and Kitchen Area: 2.2m x 1.71m, Utility Area with wash basin and Bathroom with WC: 1.81m x 1.59m.

**Outside:**

Surrounding gardens and residents communal parking with barrier protection.

**Lease Information**

Term: 999 years from 25th March 1983 (Circa. 957 years unexpired).

Ground Rent: One Peppercorn.

Service Charge: The development is managed by Cottons. The service charges from 1st July 2024 to 30th June 2025 are £900 per annum with a 10% discount if paid within 14 days of being due (effectively £810 per annum).

**Share of Freehold**

Owners of the flat will become a director and own a share of Matthew Court (Edgbaston) Limited with own the freehold for the development.

**Development Improvements**

A section 20 notice has been issued to all owners that a £21,000 investment shall be made to the development with the installation of secure boundary fencing approximately 6 ft in height with a secure coded pedestrian gate and secure coded electric vehicular gate.



The works are due to commence around January to February 2025. Service changes shall not be impacted due sufficient funds in a healthy sinking fund. Please refer to the legal pack for further information.

**EPC Rating C**  
**Council Tax A**

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**LOT 14**

**Freehold Vacant Retail Property and Self-Contained Flat**  
\*Guide Price: £180,000 - £188,000 (+Fees)

**68 & 68A Three Shires Oak Road, Bearwood, Smethwick, West Midlands B67 5BY**

**Property Description:**

An end terraced three-storey property of traditional brick construction, surmounted by a pitched slate clad roof set back from Three Shires Oak Road behind a secure paved forecourt and offering extensive accommodation comprising of a ground floor retail shop with a large self-contained flat over.

The property forms part of a traditional and predominantly residential area, situated in a mixed parade of retail shops and houses, conveniently located within 100 metres from Bearwood High Street and benefitting from a high level of passing trade.

The property has been well maintained and is offered for sale in a good presentable condition, providing an excellent potential investment opportunity.

**Accommodation:**

**Ground Floor**

Front Sales Area: 27.1 sq m (291 sq ft), Inner Hallway, Rear Sales Area One: 13.98 sq m (151 sq ft) with access to cellar. Rear Sales Area Two: 11.13 sq m (119 sq ft).

**Flat Accommodation (68A Thee Shires Oak Road):**

Private Access leading directly off Three Shires Oak Road to Ground Floor Entrance Hall.

**First Floor:**

Stairs and Landing, Kitchen: 4.52 m x 2.00 m (max.), Bedroom One: 3.64 m x 2.89 m, Bathroom: 2.57 m x 1.88 m. with glazed shower cubicle, pedestal wash basin and w.c.

**Second Floor:**

Lounge: 4.25 m x 3.99 m (max.) leading to additional room: 4.02 m x 1.88 m (max.)

**Outside:**

Front: Paved and gated forecourt providing off-road car parking with separate gated pedestrian access to flat. Covered side storage area.

Rear: Yard/Garden.

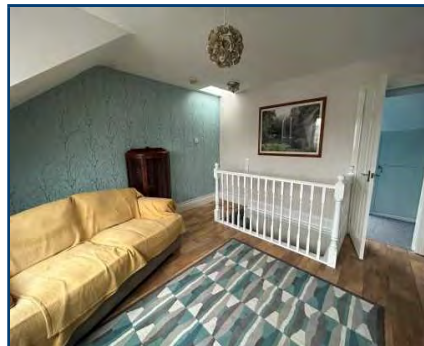
**Council Tax Band A**

**EPC Rating - No. 68: C**

**EPC Rating - No. 68A: E**

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

**Viewings:** Please see Viewing Schedule at [www.cottons.co.uk](http://www.cottons.co.uk)



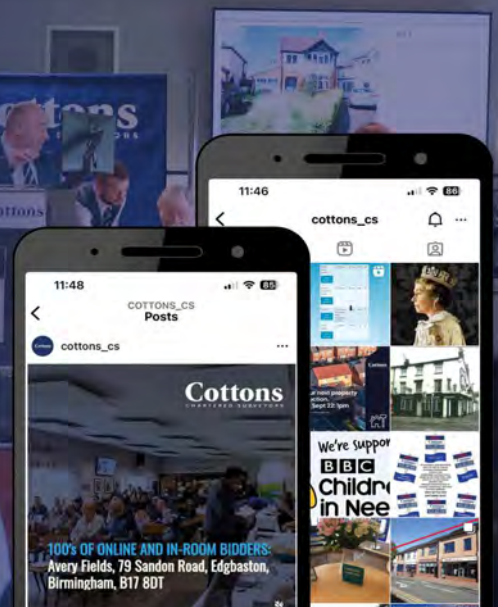
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**LOT 15**

**Freehold Vacant Three Bedroom Semi Detached House**  
\*Guide Price: £215,000 - £235,000 (+Fees)

**8 Hanson Grove, Solihull, West Midlands, B92 7QB**



**Property Description:**

A traditional semi detached house of brick construction surmounted by a tiled roof and set back from the road behind block paved foregarden allowing for off road parking. The property provides well laid out accommodation and benefits from UPVC double glazing, gas fired central heating and garage accessed via a shared rear driveway. Hanson grove is a cul-de-sac located off Wichnor Road which forms part of a popular and established residential area.

**Accommodation:**

**Ground Floor:**

Vestibule Entrance, Hallway, Lounge (4.53m x 3.03m), Dining Room (4.57m x 3.03m), Kitchen (2.86m x 2.25m), Side Passage Way, Cloakroom with WC and wash basin.

**First Floor:**

Stairs and Landing, Bedroom 1 (4.49m x 2.98m), Bedroom 2 (3.89m x 3.05m), Bedroom 3 (2.35m x 1.77m), Bathroom (2.85m x 1.69m) having shower cubicle, panelled bath, wash basin and WC.

**Outside:**

**Front:** Block paved foregarden providing off road parking

**Rear:** Patio, lawned garden and garage located via a shared rear driveway.

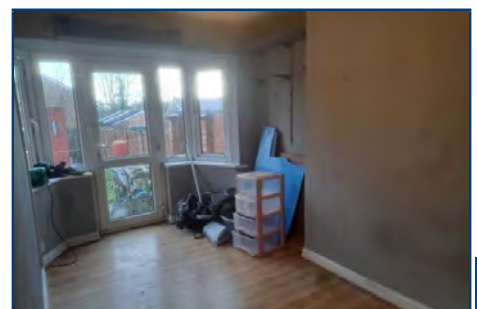
**Council Tax Band A**  
**EPC Rating C**

**Legal Documents** Available at [www.cottons.co.uk](http://www.cottons.co.uk)  
**Viewings** Refer to Viewing Schedule at [www.cottons.co.uk](http://www.cottons.co.uk)

**Completion Date** 8 Weeks from exchange of contracts.



Garage accessed via rear shared driveway





**LOT 16**

**Leasehold Vacant Two Bedroom Modern Apartment**  
\*Guide Price: £86,000 - £92,000 (+Fees)

**32 Columbus Avenue, Brierley Hill, West Midlands DY5 1TW**

**Property Description:**

A two bedroomed modern apartment set in a purpose built block of brick construction surmounted by a tiled roof and set back from the road behind landscaped lawned gardens and communal parking facilities. The property benefits from having UPVC double glazing, gas fired central heating and two double bedrooms. Columbus Avenue is located off Central Way which in turn is found off Pedmore Road. The property is within walking distance to Merry Hill Shopping Centre providing a wide range of shops and leisure facilities

**Accommodation:**

**Ground Floor**

Secure video door entry system

**Flat 32**

Entrance Hallway, Lounge/Dining Room, Kitchen, Bedroom 1, Bedroom 2, Bathroom with panelled bath with shower over, wash basin and WC

**Outside:**

Communal Gardens and parking facilities

**Leasehold Information:**

**Term:** 150 years (less 3 days) from 1 January 2002

**Rent:** Refer to Legal Pack

**Service Charge:** Refer to Legal Pack

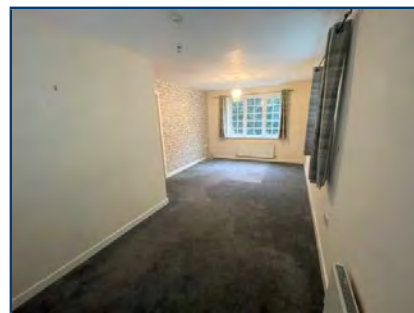
**Council Tax Band – A**

**EPC Rating – C**

**Legal Documents –** Available at

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

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



**LOT 17**

**Freehold Investment - Modern Semi Detached House with Two Bedrooms**  
\*Guide Price: £145,000 - £150,000 (+Fees)

**22 Brompton Drive, Amblecote, Brierley Hill, West Midlands DY5 3NZ**

**Property Description:**

A modern two storey semi-detached dwelling constructed circa. 1980s of brick wall construction surmounted by an interlock concrete tile pitched roof. The property benefits from uPVC double glazed and gas fired central heating system.

Brompton Drive in a well regarded residential location within Amblecote on the borders of Stourbridge, conveniently situated approximately 1 mile from Stourbridge Town Train Station, 1.3 miles from Stourbridge Town Centre, 1.8 miles from Merry Hill Shopping Centre and 11.8 miles from Birmingham City Centre.

The property is currently let on an assured shorthold tenancy at a rental of £600 pcm (£7,200 per annum).

**Accommodation:**

**Ground Floor:** Hallway, Living Room, Kitchen.

**First Floor:** Stairs and Landing, Bedroom One (Double), Bedroom Two (Single), Bathroom with pedestal wash basin and WC.

**Outside:**

**Front:** Driveway

**Rear:** Garden

Council Tax Band – B

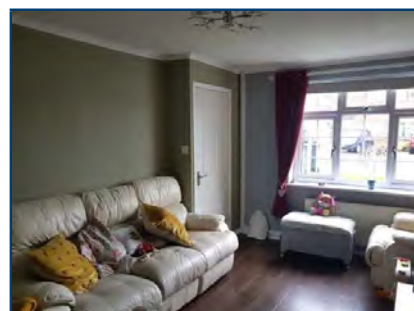
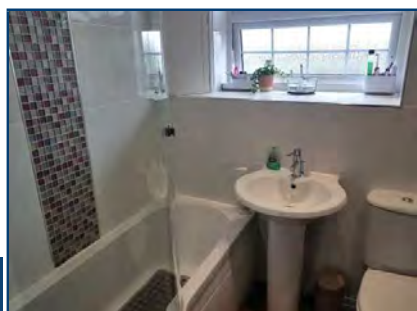
EPC Rating – C

**Legal Documents:** Available at

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

**Viewings:** No internal viewings available.

**Important Note:** The property was last inspected by the auctioneers on 10/03/2021 and all photos were taken on this date.



**LOT 18 Freehold Vacant Former Training Centre with Development Potential (1.71 Acres)**  
\*Guide Price: £1,100,000 - £1,200,000 (+Fees)

**127 Aldridge Road, Perry Barr, Birmingham, West Midlands, B42 2ET**



**Property Description:**

A former Adult Training Centre set back from Aldridge Road behind a car park with sweep driveway and comprising a dilapidated substantial detached traditional built, three-storey property with side annex and an extensive range of outbuildings located to the rear. The property occupies a large rectangular plot, extending to a total site area of 1.71 acres (0.69 hectares) and includes an extensive rear garden having frontage to the River Tame to the western boundary. The property is located to the southern section of Aldridge Road (A453) and is within a third of a mile north with its junction with Walsall Road (A34) which provides access to Perry Barr Shopping Centre and Railway Station, along with Birmingham City Centre lying within three miles to the south.

**Planning:**

Planning has previously been approved to permit extension works to the existing warehouse and alterations to existing warehouse and its external curtilage. Demolition of existing building situated between 125 and 131 Aldridge Road to allow for the formation of a new access road and associated parking area, (Ref: 2019/02972/PA), dated 26th October 2020.

A pre-planning application has been submitted to Birmingham Council on 17/01/2024, on the basis of a residential development containing 16 Houses and 20 Apartments a response was received on the 01/05/2024 advising that the principle of redevelopment of the site could be acceptable subject to conditions a copy of which is contained within the Legal Pack.

The property may be suitable for a variety of alternative uses or re-development, subject to obtaining the necessary planning consent and all interested parties should contact the Local Planning Department at Birmingham City Council, prior to bidding, to discuss any proposals which they may have for the site.

**Accommodation:**

**Main Building:**

**Ground Floor**

Reception Hall, Four Rooms, Large Hall, Commercial Kitchen, Side Entrance Hall with toilets and pantry.

**First Floor**

Stairs and Landing, Four Rooms and two toilets.

**Second Floor**

Stairs to Four Rooms.

**Side Annex**

**Ground Floor**

Four Rooms, five toilets, Laundry Room and Bathroom.

**Gross Internal Area**

**Main Building - Ground Floor: 261.78 sq m (2,817 sq ft)**

**Annex: 223.46 sq m (2,513 sq ft)**

First and Second Floors - Not Measured

**Outside:**

**Front:** Car Park with in and out Drive

**Rear:** Yard areas with range of brick built outbuildings, long rear garden with frontage to River Tame.

**Total Site Area: 1.71 acres (0.69 hectares)**

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

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

The property is in a dilapidated condition and any parties wishing to view must do so with utmost caution and at their own risk. Neither the Auctioneers or the Seller accept any liability for injury or harm caused to any persons viewing this property.





**LOT 19**

**Freehold Investment - Semi Detached House with Three Bedrooms**  
\*Guide Price: £160,000 - £168,000 (+Fees)

**By Instructions of the Joint Administrators**

**11 Farm Close, Codsall, Wolverhampton, West Midlands WV8 1JU**

**Property Description:**

A semi-detached house of two storey brick construction surmounted by a pitched tile clad roof, set back behind a foregarden and driveway, benefitting from UPVC double glazed windows, gas fired central heating and located in a cul-de-sac known as Farm Close, which leads via Wesley Road, off Duck Lane.

The property is located in the popular commuter village of Codsall conveniently located approximately 4 miles to the North West of Wolverhampton City Centre and 3 miles from the M54 Motorway (Junction 2).

The property is currently let holding over on an Assured Shorthold Tenancy which commenced on 17 January 2024 for an original term of 12 months at a rental of £925 p.c.m (£11,100 pa).

**Accommodation:**

Whilst the property has not been internally inspected by the Auctioneers it is understood to comprise of the following.

**Ground Floor**

Hallway, Kitchen, Lounge.



**First Floor**

Three Bedrooms and Bathroom.  
**Outside:** Lawned foregarden and gravelled driveway. Pedestrian side access to rear garden.

**Council Tax Band B**  
**EPC Rating C**

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

**Viewings** Via Cottons - 0121 247 2233



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**LOT 20**
**Leasehold Investment: Refurbished One Bedroom Second Floor Flat**  
 \*Guide Price: £35,000 - £40,000 (+Fees)

**By Instructions of the Joint Administrators**
**Flat 5 26 Horse Fair, Rugeley, Staffordshire WS15 2EL**
**Property Description:**

A presentable much improved one bedroom flat situated on the second floor of a traditional built three storey dwelling house which has been converted and substantially extended to the rear to provide a range of similar flats. The property benefits from double glazed windows, gas fired central heating and modern kitchen and bathroom fittings. The flat is approached from the front of the building from Horsefair or alternatively from the rear via a residents car park, which is accessed by way of a shared vehicular driveway. The property is located within the centre of Rugeley within a short walk of the town centre.

The property is currently let on an Assured Shorthold Tenancy agreement at a rental of £500 p.c.m (£6,000 per annum). The existing tenant has maintained the property in excellent condition and has indicated that they would like to remain for the foreseeable future.

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

Communal Front Entrance Hall and Reception Hall, providing access to rear car park, communal stairs.

**First Floor:** Private Entrance to flat with stairs to:

**Second Floor**

Lounge: 3.51m x 4.81m with Dining Area: 2.66m x 2.47m,  
 Bathroom: L Shaped: 3.60m x 2.22m (maximum) with panelled bath, having shower over, pedestal wash basin and WC,  
 Kitchen: 2.81m x 2.01m with range of modern fitted units,  
 Bedroom: 3.23 x 2.62m.

**Outside:**

Front: Foregarden

Rear: Residents car parking.

**Leasehold Information**

Lease Term: 99 years from 1 January 1974

Ground Rent & Service Charge: Refer to Legal Documents

**Council Tax Band A**
**EPC Rating D**
**Legal Documents**

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

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



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## LOT 21

### Leasehold Vacant 2 Bedroom Apartment in Converted Period Building \*Guide Price: £70,000 - £77,000 (+Fees)

By Instructions of the Joint Administrators

Flat 10 The Old Courthouse 3 Priory Street, Dudley, West Midlands, DY1 1EP



#### Property Description:

A modern two bedroom apartment situated across the first and second floors of a converted former court building and located within Dudley Town Centre, within walking distance of a wide range of retail and leisure amenities, bars and restaurants.

The Impressive Court House building retains much of its original character having a grand entrance and reception area with original stairs serving the accommodation. The property itself benefits from electric heating, well laid out accommodation including two bedrooms and a secure residents car parking area to the rear.

#### Accommodation:

##### Ground Floor

Grand Communal Entrance Hall and Reception, with door entry system and access to rear car park.

##### First Floor

Grand staircase and landing to Flat 10: Reception Hall, Open Plan Lounge/Kitchen: 5.76m x 3.24m having a range of fitted units incorporating oven, hob and integrated fridge and washing machine, Cloakroom with WC and wash basin,

##### Mezzanine Floor

Stairs and Landing and built in store housing services. Bedroom One: 3.24m x 3.13m.

##### Second Floor

Stairs and Landing, Bedroom Two: 4.35m x 3.25m, Shower Room: 2.25m x 1.14m with glazed shower enclosure, pedestal wash basin and WC.

##### Outside:

Secure rear car parking area.

#### Leasehold Information:

**Term:** 125 years from 1 January 2005

**Ground Rent:** Refer to Legal Pack

**Service Charge:** Refer To Legal Pack

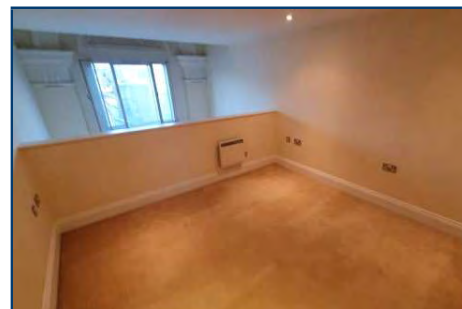
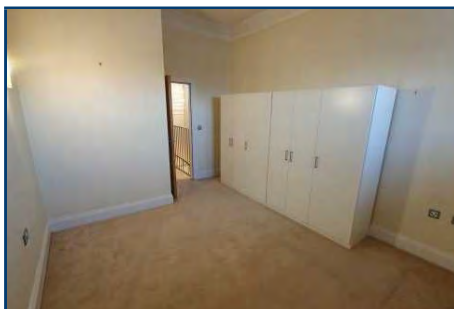
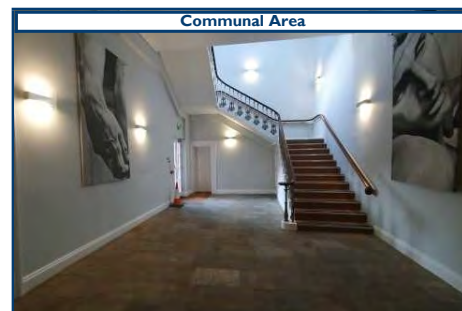
**Council Tax Band C**

**EPC Rating D**

#### Legal Documents

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

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



**LOT 22** Freehold Vacant MOT Centre & Garage/Workshop (3,369 sq.ft + Rear Courtyard)  
\*Guide Price: £300,000 - £330,000 (+Fees)

222 Darlaston Road, Wednesbury, West Midlands, WS10 7TQ



**Property Description:**

A substantial single storey MOT centre and vehicle garage extending to approximately 313 sq.m (3,369 sq.ft) set back from the road behind a tarmac gated driveway and yard area. The property consists of offices, waiting area, MOT bay with Rolling Road, Headlight adjustment machine, ramp and stacking beams and emissions machine, Repair Workshop with tyre machine, 2 post ramp, 4 post ramp and bearing press, Rear Body Shop with roller shutter access to an internal courtyard with roller shutter access to front, 2 post ramp and compressor.

The property is situated in the centre of Darlaston and fronts Darlaston Road (A462) close to the junction with Pinfold Street (A4038).

We understand the property has been in use as MOT Centre & Vehicle Garage/Workshop since the 1980's, and may well be suitable for continued use or alternative uses subject to obtaining the correct planning from Sandwell Metropolitan Borough Council prior to bidding.

**Please Note:**

The yard area in front of the garage is not formally owned by the Vendor however the Vendor has third party vehicular right of way and the Vendor has informed us that he has used it for customer parking for in excess of 30 Years.

**Accommodation:**

Office 1 (3.02m x 1.52m), Office 2 (5.32m x 3.66m), Store (5.24m x 4.08m), Waiting Area (1.90m x 1.62m), MOT bay (13.76m x 4.49m), Repair Workshop (13.76m x 8.18m), Body shop (6.67m x 13.53m), and internal courtyard.

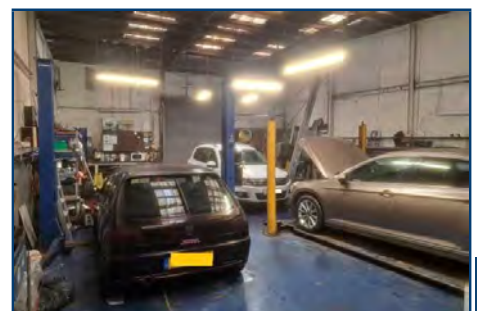
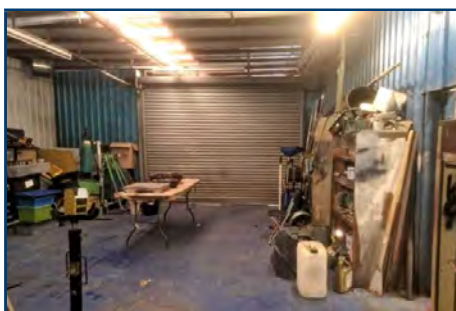
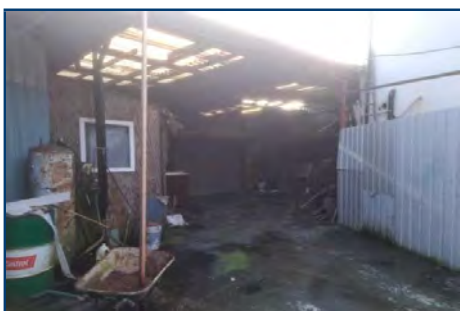
**EPC Rating C**

**Legal Documents**

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

**Viewings**

Refer to Viewing Schedule at [www.cottons.co.uk](http://www.cottons.co.uk)





**LOT 23**

**Leasehold Vacant Two Bedroom Apartment (97 Years Unexpired)**  
\*Guide Price: £130,000 - £140,000 (+Fees)

**22 Melville Hall, Holly Road, Edgbaston, Birmingham, West Midlands B16 9NJ**

**Property Description:**

A fourth floor, two bedroom mansion style apartment located in a purpose built five storey block of brick construction set back from the road behind communal gardens and parking. The property benefits from having UPVC double glazing, gas fired central heating. Melville Hall is situated on Holly Road which is located off both Melville Road and Hagley Road (A456), the later providing direct access to Birmingham city centre being within half a mile in distance.

**Accommodation:**

(All measurements are maximum length & width)

**Ground Floor:**

Communal Entrance Hallway with secure door entry system, Stairs and access to lift.

**Fourth Floor:**

Lounge (4.54m x 2.86m), Kitchen/Diner (4.56m x 3.12m), Bedroom 1 (3.78m x 2.88m), Bedroom 2 (3.22m x 3.00m), Shower Room (2.94m x 2.91m) having shower cubicle, wash basin and WC

**Outside:**

Communal Gardens and Two allocated parking spaces.

**Leasehold Information:**

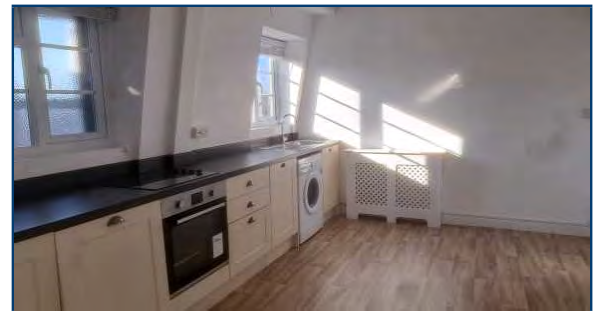
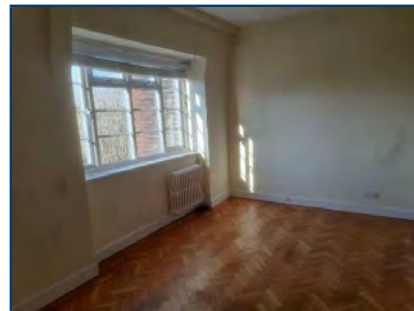
Term : 125 years from 25th December 1997  
Rent : Peppercorn  
Service Charge : Refer to Legal Pack

**Legal Documents:**

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

**Viewings:**

Via Cottons – 0121 247 2233



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**LOT 24**

**Two Freehold Parcels of Land Located in Sutton Coldfield**  
\*Guide Price: £100 - PLUS (+Fees)

**Land Adj. 58 & 66 Brooks Road, Wylde Green, Sutton Coldfield, West Midlands B72 1HR**

**Property Description:**

Two parcels of Freehold land, rectangular in shape, and situated directly to the front of residential dwelling houses known as 58 & 66 Brooks Road.

The land comprises of verge area along with a vehicular access to each of the subject properties who benefit from rights of way over.

The land forms part of a popular and highly regarded residential area and Brooks Road leads via Greenhill Road off Birmingham Road (A5127), approximately one and a half miles to the south of Sutton Coldfield Town Centre.

**Important Note**

All interested parties should refer to the legal documents, in particular the Land Registry Title documents and plan for confirmation of size and extent of the land, along with any third party rights of way. The catalogue photos and plan are for the purposes of identification only.

**Legal Documents:**

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

**Viewings:**

External Only



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



LAND ADJ 58 BROOKS ROAD



LAND ADJ 66 BROOKS ROAD



STREET VIEW OF BROOKS ROAD



**LOT 25**

**Freehold Land Inc. Roadway and Footpath's**  
\*Guide Price: £100 PLUS (+Fees)

**Land at Leomansley Road, Leomansley View, Lichfield, Staffordshire WS13 8AW**

**Property Description:**

A parcel of freehold land registered under Land Registry Title SF207 and comprising of a 'T shaped' roadway with pavements covering part of Leomansley Road and Leomansley View, the former leading directly off Christchurch Lane. The land is situated in an area containing modern detached housing and apartments.

**Note 1** All interested parties should refer to legal documents, in particular the Land Registry Title documents and plans for confirmation of the size and extent of the land along with any third party rights of way.

**Note 2** The postcode is for identification only.

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

**Viewings External Only.**



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

**LOT 26**

**Freehold Ground Rent Investment**  
\*Guide Price: £5,000 - £7,000 (+Fees)

**Freehold Ground Rent, 34 Daywell Rise, Rugeley, Staffordshire WS15 2RE**

**Property Description:**

A Freehold Ground Rent Investment secured upon modern semi-detached house located in Daywell Rise, set back behind a foregarden and located approx. one mile to the north west of Rugeley Town Centre, close to Cannock Chase, an area of outstanding natural beauty.

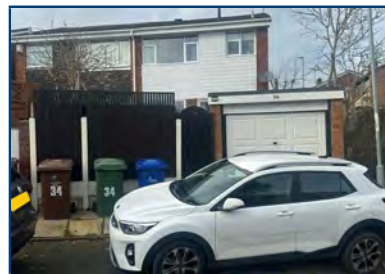
**Lease Information:**

The property is subject to a long lease for a term of 99 years from 25th March 1965 (approx. 39 years unexpired), at a Ground Rent of £25 per annum.

**Legal Documents:**

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

**Viewings:** Not Applicable.



**LOT 27**

**Freehold Ground Rent Investment**  
\*Guide Price: £5,000 - £7,000 (+Fees)

**Freehold Ground Rent, 36 Daywell Rise, Rugeley, Staffordshire WS15 2RE**

**Property Description:**

A Freehold Ground Rent Investment secured upon modern semi-detached house located in Daywell Rise, set back behind a foregarden and located approx. one mile to the north west of Rugeley Town Centre, close to Cannock Chase, an area of outstanding natural beauty.

**Lease Information:**

The property is subject to a long lease for a term of 99 years from 25th March 1965 (approx. 39 years unexpired), at a Ground Rent of £25 per annum.

**Legal Documents:**

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

**Viewings:** Not Applicable.





**LOT 28**

**Leasehold Vacant Three Bedroom Semi-Detached House with Garage**  
\*Guide Price: £175,000 - £195,000 (+Fees)

**47 Court Farm Road, Birmingham, West Midlands B23 5ND**

**Property Description:**

A semi-detached house of brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and driveway giving access to the side garage and allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. The property is located on Court Farm Road close to the junction with Regan Crescent and Court Farm Road is located off Short Heath Road.

**Accommodation:**

**Ground Floor**

Entrance Porch, Entrance Hallway, Lounge (5.24m x 4.24m), Dining Kitchen (2.87m x 5.18m), Inner Lobby

**First Floor**

Landing, Bedroom 1 (3.27m x 2.93m), Bedroom 2 (3.92m x 2.86m), Bedroom 3 (2.88m x 2.29m), Bathroom (2.38m x 2.22m) having panelled bath with shower over, wash basin and WC

**Outside:**

**Front:** Foregarden, driveway & large side garage

**Rear:** Patio and lawned garden

**Leasehold Information:**

Term: 99 Years from 1st May 1988

Ground Rent: £250 per annum (Rising during the term).

**Council Tax Band – B EPC Rating – D**

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

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



**--- 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 29**

**Freehold Vacant Mid Terraced House with Three Bedrooms**  
\*Guide Price: £110,000 - £117,000 (+Fees)

**17 Crescent Road, Dudley, West Midlands DY2 0NW**

**Property Description:**

A traditional mid terraced house of two storey brick construction surmounted by a pitched slate clad roof providing well laid out accommodation which includes three bedrooms and benefitting from double glazed windows and gas fired central heating.

The property is located to the Western section of Crescent Road, being a cul-de-sac and leads directly off Hill Street, which leads via Church Road off Halesowen Road (A459) and contains a range of local retail amenities and services and provides direct access to Dudley Town Centre to the North and Halesowen Town Centre to the South.

**Accommodation:**

**Ground Floor**

Front Reception Room: 3.62m x 3.62m, Lobby with access to cellar: 3.55m x 3.53m, Rear Reception Room: 3.93m x 3.61m, Rear Entrance Hall: 2.08m x 1.56m, Kitchen: 3.59m x 2.71m, Bathroom: 2.73m x 2.42m with panelled bath having shower attachment, pedestal wash basin, WC.

**First Floor**

Stairs and Landing, Bedroom One: 3.65m x 2.65m, Bedroom Two: 3.63m x 1.94m, Bedroom Three: 4.73m x 3.94m.

**Outside Front:** Walled foregarden, pedestrian entry access to rear, block paved yard, brick store and a raised garden.

**Council Tax Band A**

**EPC Rating D**

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

**Viewings:** Refer to Viewing Schedule Online



**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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**LOT 30**

**Freehold Investment Opportunity - Retail Shop and Flat**  
\*Guide Price: £220,000 - £240,000 (+Fees)

**17 & 17A Broadway West, Walsall, West Midlands, WSI 4DY**



**Property Description:**

A substantial investment opportunity comprising a ground floor retail premises with a self-contained flat over, prominently located at the junction of Broadway West (A4148) and Alexandra Road, set back behind a large forecourt, providing customer and residents car parking.

Broadway West forms part of the busy Walsall ring road and is subject to a high level of passing trade from both locals and commuters.

The property is located in an established and predominantly residential area, situated within less than a mile from the M6 Motorway (Junction 9) and approximately one mile to the south from Walsall Town Centre.

**Tenancy Information:**

Ground Floor Retail Shop: Vacant.  
First Floor Flat (17A): Let on a Periodic Shorthold Tenancy at a rental of £630 per calendar month (£7,560 per annum).

**Accommodation**

**Ground Floor**

**Retail Shop:** Sales Area: 49.81 sq m (536 sq ft), with recessed entrance, Rear Room: 8.04 sq m (86 sq ft), Kitchen: 7.35 sq m (79 sq ft), Cloakroom with wc and wash basin.  
Floor Area approx. 65.2 sq. m (701 sq. ft)

**Residential Flat (17A):** (Not Inspected)

Entrance Hall directly off Alexandra Road, stairs to first floor.

**First Floor**

Lounge, Kitchen, Two Bedrooms, Bathroom with WC.

Floor Area approx. 72 sq. m (775 sq. ft)

Note: The flat benefits from double glazed windows and electric storage heating.

**Outside:**

Tarmac paved forecourt providing off road car parking extending to side along Alexandra Road.

**EPC Rating**

17 (Shop) - C.  
17A (Flat) - E

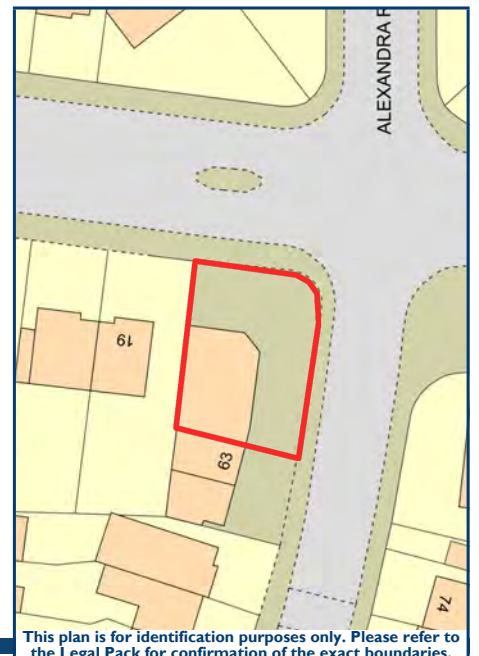
**Council Tax Band (17A - Flat): A**

**Legal Documents:**

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

**Viewings:**

Refer to viewing schedule online.



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





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## LOT 31

### 300 - 302 Stratford Road, Sparkhill, Birmingham, West Midlands B11 1AA



#### Property Description:

A valuable commercial investment opportunity, prominently situated fronting Stratford Road, close to the Junction with Walford Road and providing extensive accommodation over three floors and extending to the rear which is accessed by a right of way.

The property comprises a ground floor Pizza Takeaway and Restaurant with first floor ancillary accommodation, a Barber's Shop, a rear Function Room and separately accessed Office accommodation to the first and second floors, previously occupied by a Solicitors firm but more recently, having been converted into informal living accommodation.

The property is predominantly of brick construction with part pitched tile roof and benefitting from part UPVC double glazed windows and part gas-fired central heating.

The property is located opposite the Aldi Supermarket in the busy Sparkhill Shopping Centre, providing a high level of passing vehicular and pedestrian trade.

#### Lease Information:

The property is held on two separate leases:  
**300 Stratford Road:** Restaurant and Takeaway Premises trading as Caspian Pizza along with premises to rear of 300/302 Stratford Road, known as Koko Lounge and Rear First Floor accommodation, let on a full repairing and insuring lease at a rental of £35,000 per annum.

Note: The property has been occupied by the same tenant for approximately 21 years and the rear Function Room has been sublet with landlords approval.

#### Lease Info Continued:

**302 Stratford Road:** Barber's Shop, along with First and Second Floors over 300 and 302, formerly offices and now converted to informal living/HMO accommodation on a recently granted full repairing and insuring lease for a term of 25 years with five year rent reviews at a rental of £30,000 per annum.

Note: The First and Second Floor Accommodation has been sublet with Landlords Approval.

**Total Current Rental: £65,000 per annum.**

#### Accommodation

##### Ground Floor:

**300 Stratford Road (Caspian Pizza):** Front Reception, Dining Area and Kitchen: 76.69 sq m (825 sq ft), Preparation Room and Kitchen Area: 31.53 sq m (339 sq ft), Rear Dining Area One: 51.19 sq m (551 sq ft), with further Kitchen and Seating Area. Toilet Accommodation: 18.3 sq m (197 sq ft) with two toilets, wash room and side access hall, Rear Dining Area Two: 32.97 sq m (354 sq ft) with seating, Store Room: 10.12 sq m (108 sq ft), internal stairs to rear first floor.

##### Rear First Floor

Room One: 42.48 sq m (457 sq ft) with bar area, toilet with wc and wash basin plus eaves storage, Room Two: 9.93 sq m (106 sq ft), Room Three: 14.82 sq m (159 sq ft), Room Four: 18.33 sq m (197 sq ft), with Shower Room.

**302 Stratford Road - Barbers Salon:** 44.41 sq m (478 sq ft), Toilet, having wc and wash basin.

**Rear of 300/302 Stratford Road (Koko Lounge):** 159 sq m (1,713 sq ft), with Function Hall, Kitchen and Toilets.

#### Front First Floor - Over 300 and 302

**Stratford Road:** Private side entrance, stairs and landing, Room One: 3.82 x 2.48m, Room Two: 4.47 x 4.37m, Room Three: 5.32 x 2.85m, Room Four: 3.44 x 2.86m, Room Five: 4.33 x 4.34m, Kitchen: 3.61 x 3.55m with Dining Area, Shower Room with wash basin and wc, Toilet with wc and wash basin.

#### Second Floor (Not Inspected)

Two Rooms, Kitchen and Shower Room.

#### EPC Rating:

#### Legal Documents:

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

**Viewings:** Via Cottons - 0121 2472233

#### Completion

Completion will be three months following the date of the Auction/Exchange of Contracts.

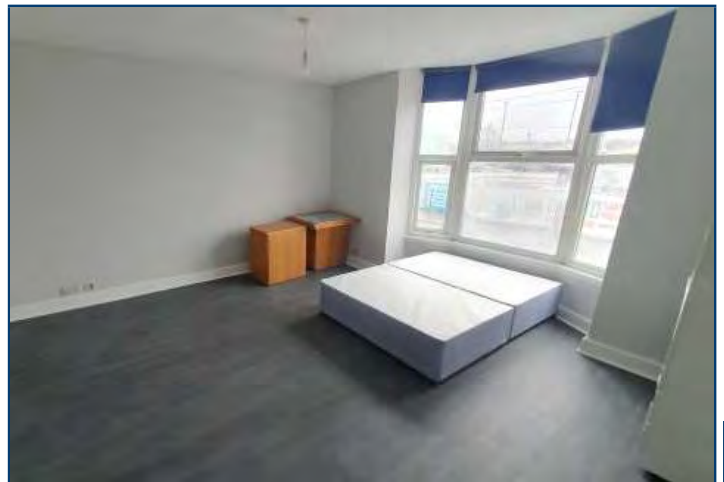
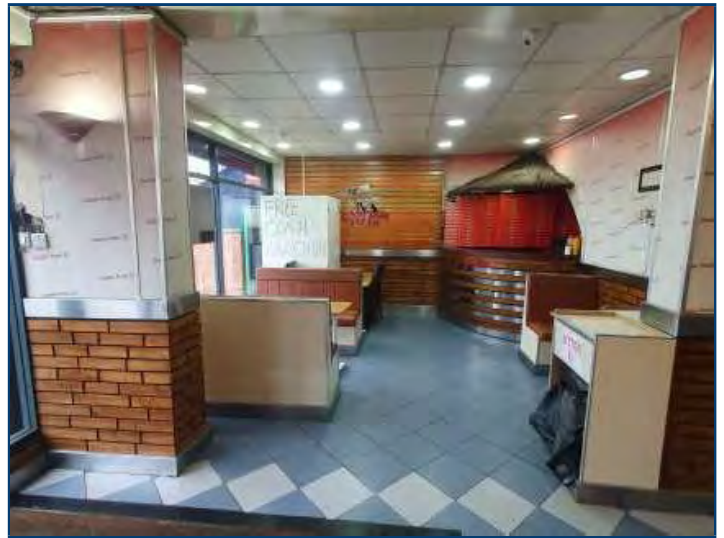
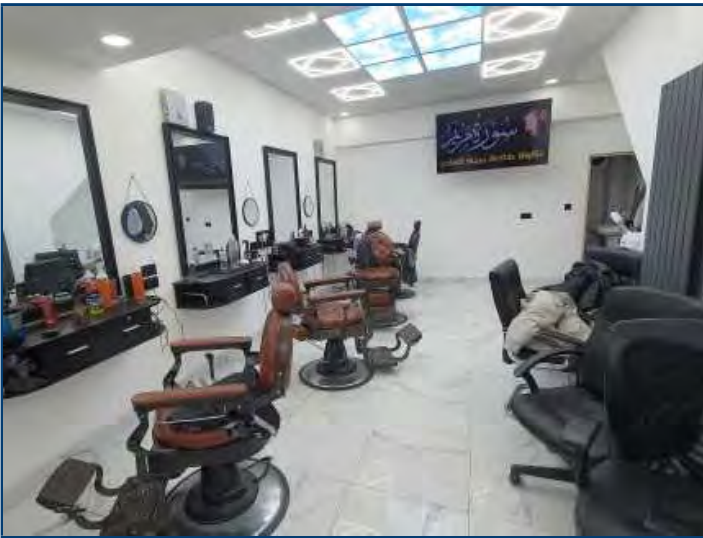




**Freehold Investment Opportunity prominently fronting Stratford Road. (Rental: £65,000 p.a.)**  
\*Guide Price: £700,000 - £750,000 (+Fees)



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



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



**LOT 32**

**Freehold Restaurant Investment & Long Leasehold Flat (Rental: £23,400 p.a.)**  
\*Guide Price: £190,000 - £199,000 (+Fees)

**The Village Lodge, 37-39 Station Street, Cheslyn Hay, Walsall, West Midlands, WS6 7ED**



**Property Description:**

A detached two storey mixed use premises of brick construction surmounted by a pitched tile clad roof, situated directly fronting Station Street and comprising of ground floor restaurant premises known as The Village Lodge along with first floor flat over which is subject to a Long Leasehold interest for a term of 999 years.

The property is well presented with a modern contemporary double fronted restaurant and benefits from vehicular access to a rear yard and car parking area.

Station Street leads via Station Road off Walsall Road (A34) and the property is located within a short distance of Cheslyn Hay Village Centre containing a wide range of retail amenities and services and within approximately 1 mile of the M6 Toll Motorway providing commuter access to the Midlands Motorway network. Cannock Town Centre is within approximately 2½ miles to the North.

The property is held Freehold on two separate Title Nos: SF285129 / SF285115

**Tenancy/Lease Information**

**Ground Floor:** Let on a lease, trading as The Village Lodge, for a term of 20 years from 1st April 2020 (registered at the Land Registry under Title SF650614) on a full repairing and insuring terms at a rental of £450 per week (£23,400 per annum) with five year reviews.

**First Floor Flat:** Subject to a Long Lease (Land Registry Title No: SF613860) for a term of 999 years from and including 17th February 2015 at a ground rent of one peppercorn.

**Accommodation**

**Ground Floor**

Double Fronted Restaurant Premises: 70.91 sq.ms (763 sq.ft), with Porch Entrance, Bar Area and 62 Covers, Lobby/Inner Hall: 7.3 sq.ms (78 sq.ft), Ladies & Gents Toilets, Kitchen: 11.9 sq.ms (129 sq.ft), Lobby to Store Room and Staff Toilets.  
Gross Internal Area: 104.58 sq.ms (1125 sq.ft)

**First Floor Flat Accommodation (37A Station Street):**

Not Applicable.

**Outside:**

Side Driveway to Rear Car Park/Yard Area with integral store and a freestanding brick built store.

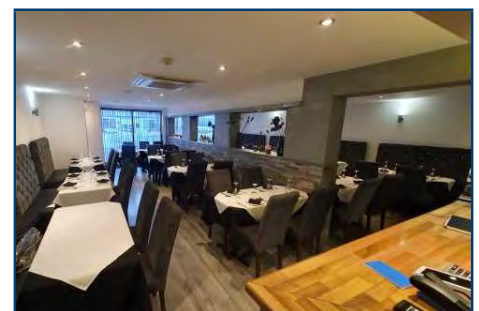
**EPC Rating: B**

**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 33

### Leasehold Investment One Bedroom Flat \*Guide Price: £75,000 - £78,000 (+Fees)

#### Flat 16 Chamberlain House, Sipton Road, Birmingham, West Midlands B16 8JL

##### Property Description:

A well laid out one bedroom flat situated on the third floor of a purpose built block set back from the road behind communal gardens and parking area. The flat benefits from having UPVC double glazing and electric heating and is offered for sale in a presentable condition. Sipton Road is located off Francis Road which in turn is located off Hagley Road (A456) close to five ways roundabout. The property is within walking distance to Birmingham City Centre. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £650 pcm (£7,800 per annum)

##### Accommodation:

###### Ground Floor

Communal Entrance with security door entry system, lift and stair access to third floor.

###### Third Floor

Flat 16, Entrance Hallway, Store, Lounge: (4.16x4.21m), Kitchen: (2.10x3.54m), Bedroom: (4.03x3.28m), Bathroom: (2.15x2.11m) having panelled bath with electric shower over, wash basin, WC and store

##### Leasehold Information:

**Term:** 125 years from 16 March 1998

**Rent:** £10

**Service Charge:** Refer to legal pack

##### Outside:

Communal gardens and parking area

##### Council Tax Band – A

**EPC Rating – D**

##### Legal Documents – Available at

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

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



## LOT 34

### Leasehold Vacant Two Bedroom Flat \*Guide Price: £68,000 - £74,000 (+Fees)

#### Flat 9 Holland House, Great Hampton Row, Birmingham, West Midlands B19 3JJ

##### Property Description:

A well laid out two bedroom flat located on the 3rd floor of a purpose built block, benefitting from, electric storage heating, UPVC double glazed windows and newly fitted kitchen units and flooring. The property is located on Great Hampton Row at the junction with Unett Street and is within approximately half a miles distance from Birmingham City Centre.

##### Accommodation:

**Ground Floor:** Secure Communal Entrance with lift and stair access to 3rd floor,

###### Third Floor

Secure Communal Landing, Reception Hall, Lounge (4.19m x 3.49m), Sun Room/Balcony (4.41m x 1.69m), Kitchen (2.12m x 3.44m),

Bedroom 1 (3.15m x 3.93m), Bedroom 2 (2.99m x 5.24m), Bathroom (2.13m x 1.71m) with a panel bath with shower over, pedestal wash basin, and wc.

##### Outside:

Communal parking area

##### Leasehold Information

**Term:** 125 years from and including 27th April 2015

**Ground Rent and Service Charge:** Refer to Legal Pack

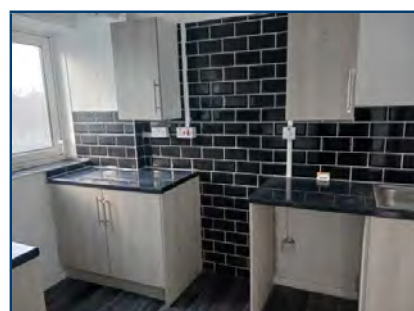
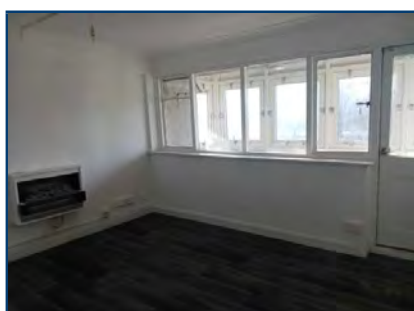
##### Council Tax: A

**EPC Rating: E**

##### Legal Documents:

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

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





**LOT 35**

**Leasehold Vacant City Centre Flat with One Bedroom**  
\*Guide Price: £69,000 - £74,000 (+Fees)

**Flat 133 Cleveland Tower, Holloway Head, Birmingham, West Midlands B1 1UE**

**Property Description:**

A well laid out purpose built flat constructed around 1970 situated on the 17th floor of a prominent block forming part of 'The Sentinels' located at the junction of Holloway Head and Bristol Street and enjoying superb views over the west and north eastern parts of the City and beyond.

The development itself occupies a central location close to such landmark buildings as the Mailbox and Beetham Towers/Radisson Hotel and benefits from convenient access to both the central shopping area which includes the Bullring and to Broad Street which provides a wide range of leisure and entertainment facilities.

The property benefits from UPVC double glazed windows and gas fired central heating with new Baxi Combination boiler installed 14th March 2022.

**Accommodation:**

**Ground Floor**

Communal Entrance with security door entry system and resident concierge. Lift Access to 17th Floor,

**17th Floor**

Communal Landing, Reception Hall with Store Cupboard, Living Room: 5.78m x 3.09m

with Balcony: 6.65m x 1.18m, Kitchen: 3.57m x 1.91m, Bedroom: 5.05m x 2.63m and Bathroom with bath, wash basin and WC.

**Leasehold Information**

**Term:** 125 years from 22nd April 2002.

**Ground Rent:** £10 per annum.

**Service Charge:** Refer to Legal Pack

**Council Tax Band A**

**EPC Rating C**

**Legal Documents Available at**

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

**Viewings Refer to Viewing Schedule Online**



**LOT 36**

**Freehold Investment Two Bedroom Mid-Terraced House**  
\*Guide Price: £45,000 - £50,000 (+Fees)

**18 Oliver Street, Mexborough, South Yorkshire S64 9NW**

**Property Description:**

A mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazed windows and gas fired central heating. Oliver Street is located off both Schofield Street and West Road. The property is within a ¼ of a mile distance from Main Street which provides a range of shops and amenities. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £400 pcm (£4,800 per annum)

**Accommodation:**

**Ground Floor**

Lounge, Dining Kitchen, Stairs

**First Floor**

Bedroom 1, Bedroom 2, Bathroom having panelled bath with shower over, wash basin and WC

**Outside:**

**Rear:** Paved rear garden

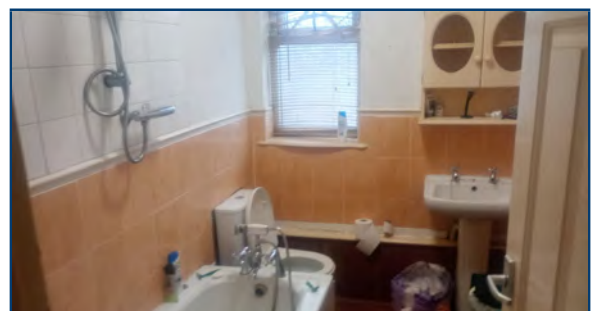
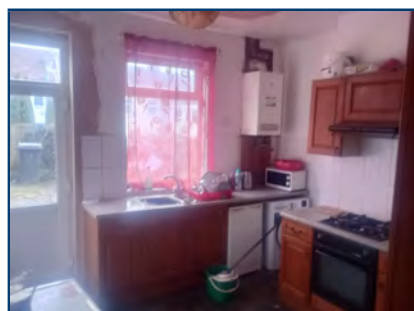
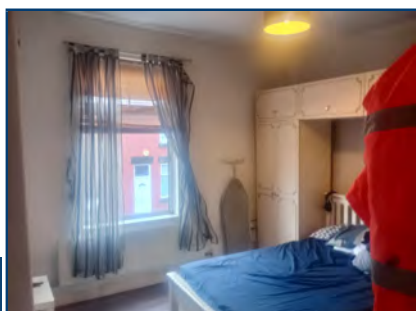
**Council Tax Band – A**

**EPC Rating – D**

**Legal Documents – Available at**

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

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





**LOT 37**

**Leasehold Office Investment (Rental Income: £25,000 Per Annum)**  
\*Guide Price: £60,000- £69,000 (+Fees)

**61 Water Street, Birmingham, West Midlands B3 1HN**

**Property Description:**

A two-storey brick built office/workshop premises having a wide frontage directly onto Water Street abutting the Birmingham and Fazeley canal to the rear and situated between Ludgate Hill and livery Street.

The property is located directly between Birmingham City Centre and the Jewellery Quarter, within a short walk from St Paul's Square, in an area which has undergone significant re-development in recent years and containing a range of traditional commercial premises, restaurants, bars and residential apartments.

**Tenancy Information:**

The property is currently let to Advik Technologies Ltd on a lease for a term of five years from 1st August 2024 at a current rental of £25,000 per annum on full repairing and insuring terms. The Lease is excluded from the provisions of The Landlord & Tenant Act 1954.

**Accommodation:**

The Accommodation comprises of: Reception Area, open plan Offices, Meeting Rooms and Staff/Toilet accommodation arranged over two floors.

**Gross Internal Areas:**

**Ground Floor: 147.83 sq m (1,591 sq ft)**

**First Floor: 150.19 sq m (1,616 sq ft)**

Total Floor Area: 298.02 sq ft (3,207 sq ft)

**Note: The property has not been inspected internally by the Auctioneers and we refer to the VOA Website for all dimensions.**

**Leasehold Information:**

**Lease Term:** 99 years from 25th March 1935.

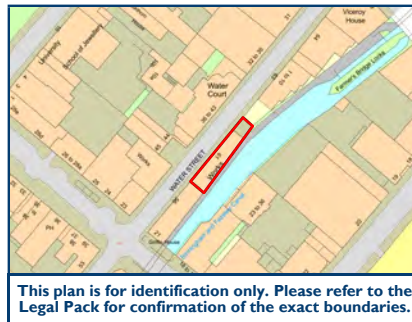
**Ground Rent:** £15 per annum.

**EPC Rating:** D

**Legal Documents:**

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

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Capital raised via a Mortgage or Bridging Finance will be secured against the property.



**LOT 38**

**Freehold Vacant Detached Bungalow on Large Plot with Potential**  
\*Guide Price: £200,000 - £230,000 (+Fees)

**91 Hatherton Road, Shoal Hill, Cannock, Staffordshire, WS11 1HH**



**Property Description:**

A detached two bedroom bungalow of brick construction, surmounted by a hipped tile clad roof occupying a prominent corner plot at the junction with Sherbrook Road in a highly sought after residential location. The property benefits from gas fired central heating, uPVC double glazed windows but requires repair and refurbishment throughout and may provide scope for redevelopment subject to obtaining Planning Permission.

**Accommodation:**

**Ground Floor**

Reception Hall with access to Loft Store Room with dormer window, Lounge: 14' 10" x 11' 8" (4.52m x 3.55m), Kitchen Diner: 21' 7" x 8' 5" (6.59m x 2.57m), Bedroom 1: 11' 11" x 11' 7" (3.64m x 3.53m), Bedroom 2: 11' 7" x 11' 3" (3.53m x 3.44m), Bathroom: 7' 10" x 5' 6" (2.40m x 1.68m) with panel bath and pedestal wash basin, Separate WC, Rear Entrance Hall.

**Outside:**

Front & Sides: Large open lawned garden with dual access drive from Hatherton Road and Sherbrook Road, parking area and access to Garage.  
Rear: Lawned Garden



**Council Tax Band: E**

**EPC Rating: D**

**Legal Documents:**

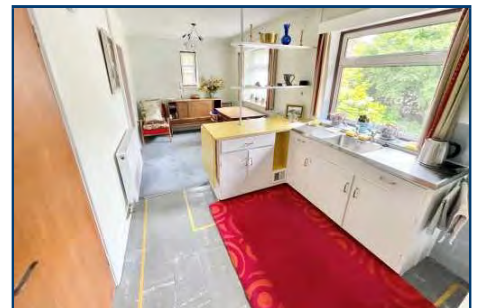
Available at [www.cottons.co.uk](http://www.cottons.co.uk)

**Viewings:**

Refer to Viewing Schedule Online



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**LOT 39**

**Freehold Vacant Mid Terraced House with Three Bedrooms**  
\*Guide Price: £110,000 - £120,000 (+Fees)

**47 Hawksworth, Tamworth, Staffordshire B77 2HH**

**Property Description:**

A modern mid-terraced house of two-storey Cross Wall construction, surmounted by a pitched tile clad roof, set back from the road behind a lawned foregarden and forming part of a terrace of similar properties accessed via a pedestrian walkway from Hawksworth.

The property provides generous and well laid out accommodation including three bedrooms, and benefits from UPVC double glazed windows.

Hawksworth forms part of an established residential estate known as Glascote Heath which leads off Silver Link Road and which, in turn leads off Marlborough Way and the property is conveniently located within approximately two miles from Tamworth Town Centre, Ventura Retail Park and the M42 Motorway (Junction 10).

**Accommodation:**

**Ground Floor**

Entrance Hall, Reception Hall, Cloakroom with wc and wash basin, Dining Kitchen: 5.4 x 3.30m, Lounge: 4.87 x 3.33m.

**First Floor**

Stairs and Landing with store cupboard, Bedroom One: 4.07 x 2.96m, Bedroom Two: 4.74 x 2.78m (max.), Bedroom Three: 2.64 x 2.04m, Wet Room with shower, wash basin and wc.

**Outside:**

**Front:** Lawned foregarden.

**Rear:** Paved patio, brick store and lawned garden with rear pedestrian access.

**Council Tax Band - A**

**EPC Rating - D**

**Legal Documents:**

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

**Viewings:**

Refer to Viewing Schedule at [www.cottons.co.uk](http://www.cottons.co.uk)

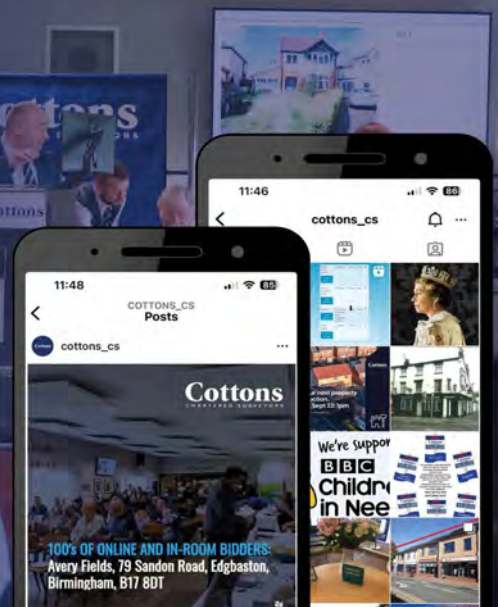


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**LOT 40**

**Freehold Part Vacant, Part Investment - Two Self-Contained Flats.**  
\*Guide Price: £140,000 - £150,000 (+Fees)

**59A & 59B Blackberry Lane, Halesowen, West Midlands, B63 4NY**



**Property Description:**

A mid terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property has been formally converted to provide two self contained flats, 1x one bedroom and 1x two bedroom. Each flat has its own separate entrance and benefit from UPVC double glazing, electric heating and being separately metered. Blackberry Lane is located of Hagley Road and Dogkennel Lane. A schedule of Tenancies are listed below.

**Schedule of Tenancies**

Flat 59b - Currently Vacant  
Flat 59a - Let on an Assured Shorthold Tenancy at £570 pcm (£6,840 per annum)

**Accommodation:**

**Flat 59b (Ground Floor Flat)**

Lounge, Bedroom, Kitchen, Shower Room having shower, wash basin and wc,

**Flat 59a (First & Second Floor Flat)**

**Ground Floor**

Entrance Hallway, Stairs

**First Floor**

Hallway, Lounge, Kitchen, Bedroom 1, Shower Room having shower, wash basin and wc, and stairs to

**Second Floor**

Bedroom 2

**Outside:**

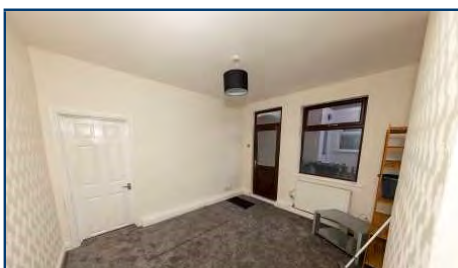
**Front:** Walled foregarden and drive  
**Rear:** Garden

**Council Tax Band A**

**EPC Rating 59a-E 59b-D**

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

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



Ground Floor Flat



Ground Floor Flat



First and Second Floor Flat

**LOT 41**

**Leasehold Vacant Semi Detached House with Three Bedrooms**  
\*Guide Price: £170,000 - £177,000 (+Fees)

**9 Grange Lane, Four Oaks, Sutton Coldfield, West Midlands, B75 5JU**



**Property Description:**

A semi detached house of predominantly brick construction with tile clad roof, benefiting from mostly UPVC double glazed windows, garage, ample parking and large garden, but requiring complete refurbishment and modernisation throughout.

The property forms part of a popular and highly regarded residential area and benefits from scope to extend the existing dwelling to both the side and rear (subject to obtaining planning consent).

Grange Lane leads off Little Sutton Road and the property is within convenient walking distance (approximately half a mile) from Mere Green Centre, which contains a wide range of retail amenities, services, supermarkets, restaurants and bars.

**Accommodation:**

**Ground Floor**

Porch, Reception Hall, Cloakroom with w.c. and wash basin, Through Lounge: 5.24 x 3.03m, Conservatory, Dining Room: 2.95 x 1.92m, Kitchen: 3.27 x 2.01m with pantry cupboard.

**First Floor**

Stairs and Landing, Bedroom One: 3.22 x 2.69m, Bedroom Two: 3.96 x 2.69 m (min.), Bedroom Three: 2.58 x 2.04m, Bathroom: 2.31 x 1.54m with bath, having shower over, pedestal wash basin and w.c..

**Outside:**

**Front:** Lawned foregarden, full length tarmacadamed driveway providing multi car parking, Car Port, Free-Standing Garage.

**Rear:** Patio and garden.

**Leasehold Information:**

Term: 99 years from 25/12/1959

Ground Rent: £15 per annum

**Council Tax Band:** D

**EPC Rating:** D

**Legal Documents:**

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

**Viewings:**

See Viewing Schedule at [www.cottons.co.uk](http://www.cottons.co.uk)



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





**LOT 42**

**Freehold Vacant Mid Terrace House with Three Bedrooms**  
\*Guide Price: £105,000 - £110,000 (+Fees)

**16 Chantry Road, Handsworth, Birmingham, West Midlands B21 9JB**

**Property Description:**

A traditional two storey mid-terrace house of brick construction, surmounted by a pitched tile clad roof, situated behind a walled fore court. The property benefits from part uPVC double glazing but is in need of modernisation throughout. Chantry Road is conveniently situated circa. 500 metres from Soho Road Shopping District (A41), circa. 1.7 miles from the Jewellery Quarter Train Station, circa. 2.7 miles from Birmingham City Centre and circa. 2.7 miles from Junction 1 of the M5.

**Accommodation:**

**Ground Floor**

Front Reception Room (3.61m x 3.61m excluding bay), Rear Reception Room (3.64m x 3.49m), Kitchen (2.87m x 1.98m) and

Bathroom with wash basin and WC.

**First Floor**

Stairs and Landing, Bedroom One (4.05m x 3.62m), Bedroom Two (3.63m x 3.13m), Bedroom Three (2.87m max x 1.98m).

**Outside**

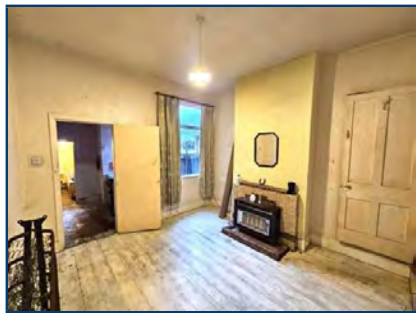
Front – Walled forecourt  
Rear – Enclosed Yard with Outbuilding, shared pedestrian right of way and Garden.

**Council Tax Band A**

**EPC Rating G**

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

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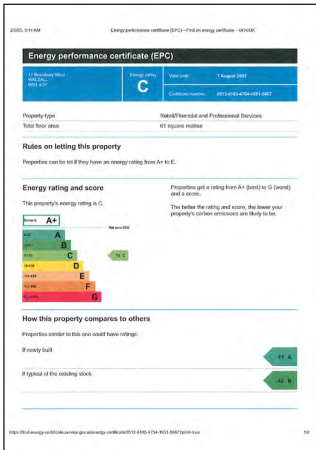


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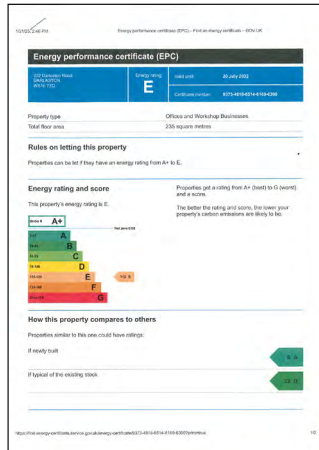
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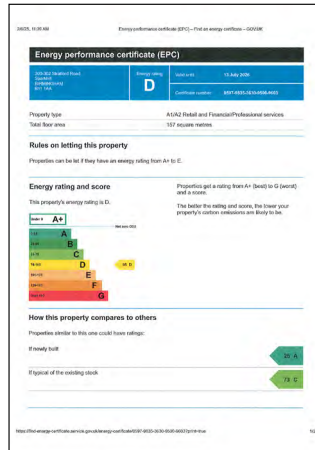




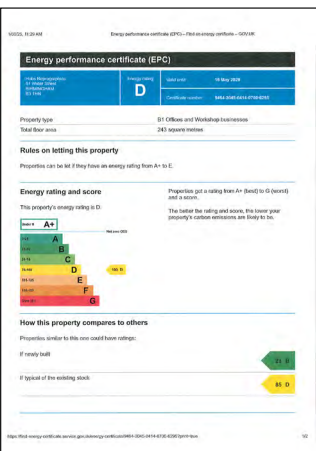
17 Broadway West



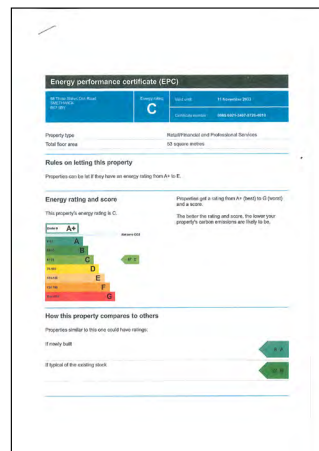
222 Darlaston Rd



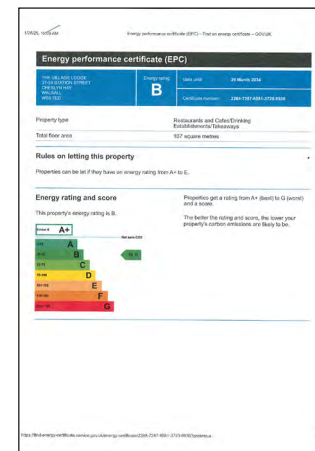
300-302 Stratford Rd



Hobs Reprographics



66 Three Shires Oak Rd



The Village Lodge

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7.2.25

This will be added to the Legal Pack and available on our website

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# Sale Memorandum

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** \_\_\_\_\_

**Date**

**Name and address of seller**

**Name and address of buyer**

**The lot**

**The price (excluding any VAT)**

**Deposit paid**

**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 reenacted 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 disappplied 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:

- 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);
- sign the completed sale memorandum; and
- pay the deposit.

A5.4 If you do not we may either:

- 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
- sign the sale memorandum on your behalf.

A5.5 The deposit:

- 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
- 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:

- you are personally liable to buy the lot even if you are acting as an agent; and
- 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:

- matters registered or capable of registration as local land charges;
- matters registered or capable of registration by any competent authority or under the provisions of any statute;
- notices, orders, demands, proposals and requirements of any competent authority;
- charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- rights, easements, quasi-easements, and wayleaves;
- outgoings and other liabilities;
- any interest which overrides, within the meaning of the Land Registration Act 2002;
- 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
- 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:

- the documents, whether or not the buyer has read them; and
- 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:

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

G2.2 The deposit

- 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
  - 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:

- produce to the buyer on request all relevant insurance details;
  - pay the premiums when due;
  - 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;
  - 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;
  - 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
  - (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:

- The buyer may raise no requisition on or objection to any of the documents that is made available before the auction.
  - 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.
  - If the lot is not registered land the seller is to give to the buyer within five business days which 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.
  - If title is in the course of registration, title is to consist of certified copies of:
    - the application for registration of title made to the land registry;
    - the documents accompanying that application;
    - evidence that all applicable stamp duty land tax relating to that application has been paid; and
    - 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.
- G4.3 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.
- G4.4 Unless otherwise stated in the special conditions the seller sells with full title guarantee except that (and the transfer shall so provide):
- 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
  - 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:

- 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
- 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:

- direct transfer to the seller's conveyancer's client account; and
- 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:

- terminate the contract;
- claim the deposit and any interest on it if held by a stakeholder;
- forfeit the deposit and any interest on it;
- resell the lot; and
- 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 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 represent 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 bona fides of the seller and that he is the beneficial owner but we give no warranty.

## **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.

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

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