

14th APRIL 2016

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 14th APRIL 2016
11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB
VILLA PARK
BIRMINGHAM
B6 6HE

0121 247 2233 auctions@cottons.co.uk

www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

Auctioneers Advice

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

1. It is important for you to view the property and satisfy yourself as to the condition, obtaining any Surveyors reports you may feel appropriate. Viewing arrangements for each Lot are shown in the catalogue. Inspection of investment properties, is by courtesy of the tenant(s) and full consideration should be given to their occupancy.
2. It is assumed that interested parties have carefully inspected the relevant properties and made appropriate pre-contract searches and enquiries. You are advised to instruct your legal adviser to make these enquiries on your behalf. It is strongly recommended that prospective purchasers check the Auction particulars to satisfy themselves of the accuracy of all measurements, descriptions, statements etc and to confirm for their own purpose, any fixtures, fittings or contents present in the property, which are to be included or excluded from the sale. All measurements and areas referred to in these particulars are approximate only. Neither the Auctioneers nor the Vendor(s) are responsible for errors in description of any Lot or for any fault or defect, giving no warranty whatsoever, the buyers being held to have satisfied themselves as to the condition and description of the Lots before bidding. All information relating to investment properties has been provided by the vendors or agents acting on their behalf and whilst deemed to be accurate the auctioneers can provide no guarantees to this effect. All interested parties must satisfy themselves that the tenancy information contained within the auction catalogue is correct and bid on this basis.
3. The Auctioneers and/or Vendor(s) reserves the right to sell or withdraw any lot prior to the auction sale and cannot be held responsible for any abortive costs, losses or damages of a prospective purchaser. We would strongly recommend that you telephone on the day prior to the auction sale to confirm that the property you are interested in, is still for sale.
4. Some lots may be subject to last minute changes or corrections given on the day of the auction by way of addendum.
5. The Auctioneers provide no guarantee nor have they tested any of the services, sanitary fittings, drains and any other pipework, appliances, heating systems and electrical fittings. Prospective purchasers are advised to undertake their own investigations.
6. It is important that any finance arrangements are made well in advance of the auction date, as you will normally be expected to complete the sale within 28 days thereafter.

IMPORTANT NOTICE

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

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

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

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

- **Bank/Building Society Draft**
- **Personal/Company Cheque (All cheques must be accompanied by a Bank/Building Society statement showing proof of funds)**
- **Debit/Credit Card Payments**

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.

Credit card or Business card Payments

Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 2.00% surcharge is payable.

Please note we only accept Visa and MasterCard. All cards must be Chip & Pin enabled.

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

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 £695 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £195 + VAT.

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

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

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.

A Collective Auction Sale of 39 LOTS

Order of Sale

**Comprising of a range of Residential and Commercial, Vacant and Investment properties,
Freehold Ground Rents and Land and Development Opportunities.**

**By instruction of a variety of Vendors including Solicitors, Joint Property Agents,
Companies and Private Clients.**

1	36 SOLIHULL LANE, HALL GREEN, BIRMINGHAM, B28 9LU	Freehold Vacant Residential	32	GARAGES 1 - 7 & YARD, STOCKWELL ROAD, HANDSWORTH, BIRMINGHAM, B21 9RJ	Freehold Garage Investment
2	40 ST. THOMAS ROAD, ERDINGTON, BIRMINGHAM, B23 7RG	Freehold Residential Investment	33	GARAGES 8 - 11, STOCKWELL ROAD, HANDSWORTH, BIRMINGHAM, B21 9RJ	Freehold Garage Investment
3	UNIT 15, PLEASANT STREET, LYNG, WEST BROMWICH, B70 7DP	Freehold Vacant Industrial	34	11 BASKERVILLE ROAD, KIDDERMINSTER, WORCESTERSHIRE DY10 2YF	Freehold Vacant Commercial
4	21 BRINDLEY COURT, WILKINS DRIVE, ALLENTON, DERBY, DE24 8YR	Leasehold Vacant Residential	35	THE RAILWAY TAVERN, 39 BUXTON ROAD, DUDLEY, WEST MIDLANDS DY2 0ST	Freehold Vacant Public House
5	9 BLAKE LANE, BIRMINGHAM, WEST MIDLANDS B9 5QT	Freehold Part Vacant Residential	36	87 ELM TERRACE, TIVIDALE, OLDBURY, WEST MIDLANDS B69 1UH	Freehold Vacant Residential
6	41 BEECH GREEN, DUDLEY, WEST MIDLANDS DY1 3QG	Freehold Commercial Investment	37	14 FRIARY GARDENS, HANDSWORTH, BIRMINGHAM, B21 8ET	Freehold Vacant Residential
7	LAND ADJ 15 CARTWRIGHT GARDENS, TIVIDALE, OLDBURY, B69 3JJ	Freehold Development Land	38	28 ROSALIND AVENUE, DUDLEY, WEST MIDLANDS DY1 4JW	Freehold Residential Investment
8	107 SEVERNE ROAD, ACOCKS GREEN, BIRMINGHAM, B27 7HJ	Freehold Vacant Residential	39	14 THE CRESCENT, SHIRLEY, SOLIHULL, WEST MIDLANDS B90 2ES	Freehold Vacant Residential
9	5A BROOK SQUARE, RUGELEY, STAFFORDSHIRE WS15 2DT	Freehold Vacant Commercial	<p>Auctioneers Andrew J. Barden MRICS, FNAVA, John Day FRICS, FNAVA, Kenneth F. Davis FRICS</p> <p>Valuers: Ian M. Axon, Stephen, D. Sutton B.Sc. (Est.Man.) FRICS Dan O'Malley B.Sc. (Hons.) HND</p> <p>Auction Manager: Sue Worrall</p> <p>Auction Team: Richard Longden B.Sc.(Hons.) MRICS, Nada Turton B.A, Julie Murphy, Sharron Sheldon, John Askam B.A, Joanne Palmer, Laura Steventon B.A, Jason Coombes B.A, Ossie O'Malley, Andrew Smith, Nick Burton, Richard Gaines, Kevin Hogan, Trish Doyle.</p>		
10	219 COTTERILLS LANE, WARD END, BIRMINGHAM, B8 3RS	Freehold Retail/Flat Investment			
11	1A HIGH STREET, LYE, STOURBRIDGE, WEST MIDLANDS DY9 8JT	Leasehold Residential Investment			
12	3A HIGH STREET, LYE, STOURBRIDGE, WEST MIDLANDS DY9 8JT	Leasehold Vacant Residential			
13	4A HIGH STREET, LYE, STOURBRIDGE, WEST MIDLANDS DY9 8JT	Leasehold Vacant Residential			
14	FLAT 6, 78 PERSEHOUSE STREET, WALSALL, WEST MIDLANDS WS1 2AR	Leasehold Residential Investment			
15	CARRIAGE WORKS, MILL STREET, BRIERLEY HILL,, WEST MIDLANDS DY5 2RG	Freehold Commercial Investment			
16	THE EAGLE & CHILD, 2 APEDALE ROAD, NEWCASTLE, STAFFORDSHIRE ST5 6BH	Freehold Development Opportunity			
17	448-450 MOSELEY ROAD, BALSALL HEATH, BIRMINGHAM, WEST MIDLANDS B12 9AN	Freehold Vacant Commercial			
18	36 ENDWOOD COURT, HANDSWORTH WOOD ROAD, BIRMINGHAM, B20 2RZ	Leasehold Vacant Residential			
19	UNITS 4A AND 4B ROLLINGMILL STREET, WALSALL, WS2 9EG	Freehold Commercial Investment	<p>IMPORTANT NOTICE FOR PURCHASERS AT AUCTION</p> <p>All Bidders must arrive at the Auction with the required Identification Documents and appropriate means of Deposit Payment. If you fail to comply with these requirements, you will be unable to bid.</p> <p>ID REQUIREMENTS</p> <ul style="list-style-type: none"> • Full UK Passport or Photo Driving Licence • Recent Utility Bill, Council Tax Bill, or Bank Statement (not a mobile phone bill) <p>DEPOSIT/PAYMENT METHODS</p> <ul style="list-style-type: none"> • Bank/Building Society Draft • Personal/Company Cheque • Debit/Credit Card <p>A surcharge of 2.00% is payable for all credit cards and any card associated with a business account</p> <p>Please note we only accept Visa and MasterCard</p> <p>All cards must be Chip & Pin enabled</p> <p>AUCTIONEER'S ADMINISTRATION FEE Immediately following your successful auction bid you are required to pay the auctioneer's administration charge as detailed in the auction catalogue</p>		
20	44 WOODCOCK LANE, ACOCKS GREEN, BIRMINGHAM, B27 6DA	Freehold Vacant Residential			
21	7 STOCKTON COURT, MASON STREET, BILSTON, WEST MIDLANDS WV14 9SY	Leasehold Residential Investment			
22	151 DUDLEY ROAD, WINSON GREEN, BIRMINGHAM, B18 7QY	Freehold Commercial Investment			
23	1002 STRATFORD ROAD, HALL GREEN, BIRMINGHAM, B28 8BJ	Freehold Part Vacant Commercial			
24	8 KINGSWOOD ROAD, MOSELEY, BIRMINGHAM, B13 9AL	Leasehold Residential Investment			
25	158 MIDDLETON HALL ROAD, KINGS NORTON, BIRMINGHAM, B30 1DN	Freehold Vacant Residential			
26	TRIPLES BAR, 13 BRADLEYS LANE, TIPTON,, WEST MIDLANDS DY4 9EZ	Freehold Vacant Public House			
27	7 KINGSDOWN AVENUE, GREAT BARR, BIRMINGHAM, B42 1NZ	Freehold Vacant Residential			
28	4 NORMAN TERRACE, CHILTON, FERRYHILL, COUNTY DURHAM DL17 0HF	Freehold Vacant Residential			
29	27 TENTH STREET, PETERLEE, COUNTY DURHAM SR8 4NE	Freehold Vacant Residential			
30	FORMER DOCTORS SURGERY, PINFOLD LANE, WHEATON ASTON, STAFFORD, ST19 9PD	Freehold Vacant Commercial			
31	FREEHOLD GROUND RENTS 12, 13, 22, TOWNSEND CLOSE, LUDLOW, SY8 1UN	Freehold Ground Rents			

LOT 1

Freehold Vacant Three Bedroom Dwelling House *Guide Price: £160,000 - PLUS

36 Solihull Lane, Hall Green, Birmingham, West Midlands, B28 9LU



Property Description:

A traditional detached house of brick construction having rendered front elevation, surmounted by a pitched interlocking tile clad roof and providing well laid out accommodation, benefiting from UPVC double glazed windows, three bedrooms and a side garage but requiring complete modernisation and improvement throughout.

The property is set back behind a foregarden and driveway and forms part of a popular residential area conveniently situated within approximately a quarter of a mile distance from Stratford Road (A34) which provides direct access to a wide range of retail amenities and services located in Hall Green and Shirley and approximately two miles distance to the west of Solihull Town Centre.

Accommodation

Ground Floor

UPVC Double Glazed porch, Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Conservatory with wc and store, Lean to Side Garage

First Floor

Stairs and Landing, Three Bedrooms, Bathroom having bath with shower over, wash basin and wc

Outside:

Front: Lawned foregarden and driveway
Rear: Overgrown garden

HARRY R. BARBER, F.R.I.C.S.
CHARTERED SURVEYOR
ESTATE AGENT, VALUER AND AUCTIONEER

Note: Please refer to the plans contained in the legal pack for exact rear garden boundaries

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



For identification purposes only. Refer to Legal Pack for confirmation of exact site boundaries.

LOT 2

Freehold Regulated Tenancy Investment

*Guide Price: £55,000 - £60,000

40 St. Thomas Road, Erdington, Birmingham, West Midlands B23 7RG

Property Description:

A traditional mid terraced two storey house of brick construction surmounted by a pitched slate clad roof, benefiting from UPVC double glazed windows and occupying an elevated position, set back from the road behind a walled foregarden.

St Thomas Road forms part of an established residential area and leads directly off Slade Road and the property is conveniently within less than a third of a mile distance from both Brookvale Park and Gravelly Hill Railway Station and less than a mile distance from Erdington Shopping Centre and the M6 Motorway (junction 6).

The property is currently let on a Regulated Tenancy at a registered rental of £74 per week (£3,848 per annum) effective from 7th December 2015.

Accommodation:

Whist the Auctioneers have not inspected the property internally, we rely on information contained in the rent registration document and that provided by the seller and understand it comprises:

Ground Floor

Two Reception Rooms, Kitchen, Bathroom

First Floor

Two Bedrooms

Outside:

Front: Foregarden

Rear: Garden with stores, outside wc and garage.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



DEPOSITS AND ADMINISTRATION FEE

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Auction deposits may be paid by the following methods

Debit/Credit Card

Payment by credit card or debit card is acceptable. For payments by credit card or by a card linked to a business or corporate account a 2.00% surcharge is payable.

Personal/Company Cheque/Bank or Building Society Draft

(cheques payments must be accompanied by a Bank/Building Society Statement showing proof of funds)

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

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

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CHARTERED SURVEYORS

LOT 3

Freehold Workshop with Vacant Possession

*Guide Price: £30,000 - £35,000

Unit 15 Pleasant Street, Lyng, West Bromwich, B70 7DP

Property Description:

A small, affordable freehold single-storey workshop building with a useful yard at the rear, approached via a separate side access leading off Hall Street.

The property is located within half a mile of West Bromwich Town Centre, in a predominantly industrial area, approximately one mile west of Junction 1 of the M5 Motorway.

The buildings are single-storey and are predominantly of steel frame and brickwork construction with a pitched corrugated asbestos cement sheet roof. The unit is set back from the road frontage behind a forecourt, providing useful parking and servicing space. Access to the workshop is via gates to the front and rear.

The accommodation includes a workshop, with inspection pit and eaves height of approximately 3 metres. Ancillary accommodation briefly comprises an office, toilet and storage area.

There is a useful secure, part-surfaced yard to the rear of the buildings which may be approached either via the rear of the workshop or independently via Hall Street.

The property is likely to be of interest to owner-occupiers and private investors.

Workshop: 68.5 sq m (737 sq ft)
Office: 5.8 sq m (62 sq ft)
Toilet: 8.1 sq m (87 sq ft)
Store: 27.9 sq m (300 sq ft)
Gross Internal Area: 110.2 sq m (1,186 sq ft)

Outside:

Yard: 136 sq m

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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



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LOT 4

Leasehold Vacant Possession

*Guide Price: £22,000 - £26,000

21 Brindley Court, Wilkins Drive, Allenton, Derby, Derbyshire DE24 8YR

Property Description:

A first floor one bed roomed flat situated in a purpose built block set back from the road behind communal garden area. Brindley Court is located off Wilkins Drive which in turn is located off Whitehurst Street. The property has previously been let producing a rental income of £395 pcm (£4,740 pa)

Accommodation:

Ground Floor

Communal Entrance with stairs

First Floor

Entrance Hallway, Living Room, Kitchen, Bedroom and Shower Room having

shower cubicle, wash basin and WC

Outside:

Communal Gardens

Leasehold Information

Term 125 years from 1 May 1991

Ground Rent Refer to Legal Pack

Service Charge Refer to Legal Pack

Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



LOT 5

Freehold Part Vacant/Part Investment (2 Flats)

*Guide Price: £122,000 - £132,000

9 Blake Lane, Bordesley Green, Birmingham, West Midlands B9 5QT

Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property has been converted to provide two separate self-contained 1 bed roomed flats to the ground and first floor respectively. Both flats benefit from having UPVC double glazing and gas fired central heating. Blake Lane is located off both Bordesley Green and Yardley Green Road. The ground floor flat is currently vacant however the first floor flat is let on an Assured Shorthold Tenancy Agreement producing a rental of £410 pcm (£4,920 per annum)

Accommodation

Ground Floor

Communal Entrance,

Ground Floor Flat

Having Lounge, Bedroom, Kitchen/Diner and Bathroom with panelled bath with shower over, wash basin and WC

First Floor Flat

Having Hallway, Lounge, Kitchen/Diner and Bedroom, Stairs to,

Second Floor

Having Bathroom with panelled bath and shower over, wash basin and WC and Loft Storage

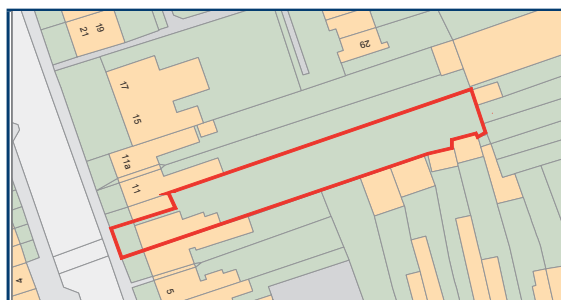
Outside:

Front Walled foregarden and side entry giving access to the rear

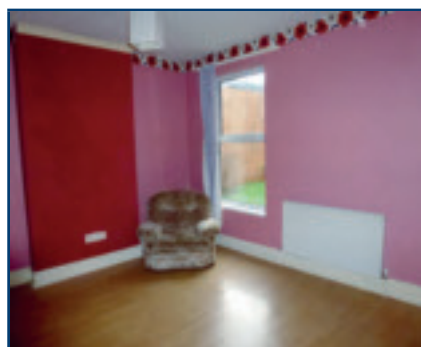
Rear Lawned garden and brick built store

Viewings: Via Cottons – 0121 247 2233

Legal Documents Available at www.cottons.co.uk



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



LOT 6

Freehold Shop Investment
*Guide Price: £60,000 - £70,000

41 Beech Green, Dudley, West Midlands DY1 3QG

Property Description:

A small, affordable freehold shop investment property, let and occupied as a convenience store.

The property is located approximately one mile north of Dudley Town Centre, and approximately half a mile from Birmingham Road (A4123), being the main route from Birmingham to Wolverhampton, in a predominantly residential area.

The property forms part of a parade of neighbourhood shops, designed to satisfy the day-to-day needs of local residents.

The main building is of single-storey brickwork construction with a pitched concrete tiled roof. The accommodation briefly comprises a larger-style double retail unit, currently occupied as a convenience store, with usual staff, storage and ancillary accommodation at the rear.

The entire premises are let by way of a single lease and are fully occupied and trading as Beech Green Supermarket.

The property is likely to be of interest primarily to private investors.

Accommodation:

Retail Area: 86 sq m (925 sq ft)
Inner Lobby
Control Room: 2 sq m (21 sq ft)
Stock Room: 29.5 sq m (318 sq ft)
Kitchen: 7.7 sq m (83 sq ft)
Staff Room: 8.6 sq m (92 sq ft)

Total Net Internal Area: 133.8 sq m (1,440 sq ft)

Outside:

Toilet and shared yard.



Lease Details::

We are informed by the Vendor the entire premises are subject to a lease for a term of 15 years, with effect from 14th November 2011 at a passing rent of £7,800 per annum, exclusive, subject to review. Please refer to the Legal Pack for full lease details.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

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Once you have successfully bid for a property you will be required to present the Auctioneers with the following ID:

**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)**

All bidders are required to register with ourselves prior to the commencement of the auction and would request where possible that potential purchasers visit our offices along with the necessary ID and pre-register.

Thank you in advance for your co-operation.
If you need any help please contact the Auction Team
Tel 0121 247 2233

LOT 7

Freehold Residential Development Land (Consent for 2 dwellings)

*Guide Price: £75,000 - £80,000

Residential Development Land Adj to, 15 Cartwright Gardens, Tividale, Oldbury, B69 3JJ

Property Description:

A parcel of land irregular in shape and extending to an area of 0.11 acres (439sq.mtrs.) having planning consent for the erection of a pair of semi detached three bedroom dwellings. The property forms part of a modern residential estate and Cartwright Gardens comprises of a cul-de-sac which leads off Hamilton Drive and in turn leads off Tipton Road (A457).

Planning

Planning consent was granted by Sandwell Metropolitan Borough Council on 28 October 2015 (Ref: DC/15/58418) for the construction of 2 new dwellings. The Architect's plans approved with the consent detailed a pair of semi detached houses each comprising of the following accommodation.

Proposed Accommodation

Ground Floor

Reception Hall, Through Lounge, Dining Kitchen, Cloak Room with wc

First Floor

Stairs and Landing, Three Bedrooms, Family Bathroom with bath, wash basin and wc

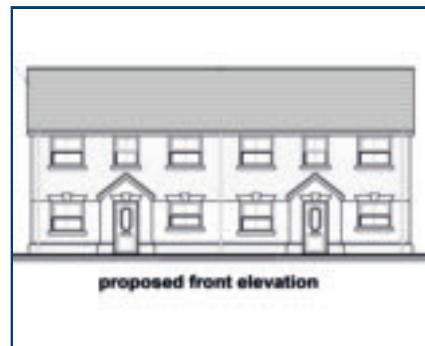
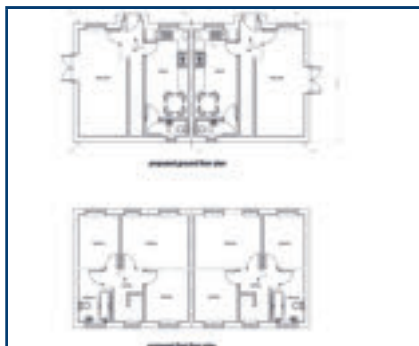
Outside

Gardens to front, side and rear including off road car parking.

A copy of the planning consent and architect's drawings are available from both the Auctioneers and Sandwell MBC website.

Legal Documents: Available at www.cottons.co.uk

Viewings: External Only



LOT 8

Freehold Vacant Possession

*Guide Price: £85,000 - £95,000

107 Severne Road, Acocks Green, Birmingham, West Midlands B27 7HJ

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden. The property benefits from having new UPVC double glazing and electric heating however does require some modernisation and improvement. Severne Road is located off Gospel Lane which in turn is located off Warwick Road (A41)

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Store Cupboard, Stairs to

First Floor

Having Three Bedrooms and Bathroom with panelled bath with shower over, wash basin and WC

Outside:

Front Paved foregarden

Rear Lawned garden

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 9

Freehold Shop with Vacant Possession

*Guide Price: £70,000 - £77,000 + VAT

5A Brook Square, Rugeley, Staffordshire WS15 2DT

Property Description:

A freehold shop occupying a prime location within the pedestrianised retail core of Rugeley Town Centre, immediately adjacent Nationwide Building Society and Boots the Chemist and in close proximity to Barclays Bank, WH Smiths, British Heart Foundation, Corals, Greggs and Costa Coffee.

The property comprises a three-storey, middle of terraced building of solid brickwork construction, with a pitched slate roof.

The property provides well-configured retail accommodation on the ground floor with useful storage or ancillary accommodation above. Whilst the building is of three-storey construction, the second floor has currently been sealed off, so that no access is available.

The historic market town of Rugeley is located on the north eastern edge of Cannock Chase, approximately 9 miles north east of Junction 11 of the M6 Motorway.

The property is suitable for a variety of retail uses and may also be suitable for office occupation for Financial or Professional Services use, subject to statutory consents.

The property is considered of interest to owner-occupiers as well as private investors.

Accommodation:

Ground Floor

Retail Area: 18.9 sq m (204 sq ft)

First Floor

Ancillary Storage: 16.2 sq m (174 sq ft)

Toilet with wc and wash basin.

Second Floor

Sealed off - No Access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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
Tel 0121 247 2233**

LOT 10
Freehold Investment
 *Guide Price: £88,000 - £96,000

219 Cotterills Lane, Ward End, Birmingham, West Midlands B8 3RS
Property Description:

An end terrace property of brick construction surmounted by a tiled roof set back from the road. The property provides a ground floor retail unit and a separate self contained three bedroom flat to the rear of the ground floor and first floor. The property benefits from UPVC double glazing and gas fired central heating. The property is located on Cotterills Lane close to the junction with Pelham Road. The ground floor retail shop and first floor flat are currently let producing £9,600 per annum a schedule of tenancies are detailed below.

Schedule of Tenancies

Ground floor Retail Shop: let on a three year Lease producing a rental of £400 pcm (£4,800 per annum).

Ground and First Floor Flat: let on an Assured Shorthold Tenancy Agreement producing £400 pcm (£4,800 per annum).

Total rental £800 per month (£9,600 per annum).

Accommodation:
Ground Floor Retail Unit

Reception/Salon Area (15.28 Sq.mtrs) Treatment Room (12.85 Sq.mtrs), Located at the rear is Store Room 1 (14.08 Sq.mtrs) Store 2 (10.49 Sq.mtrs)

Ground and First Floor Flat

Ground Floor: Entrance Hallway, Kitchen/Lounge, Bathroom having panelled bath wash basin and WC stairs to the First Floor: Three bedrooms

Outside:

Front Paved Area

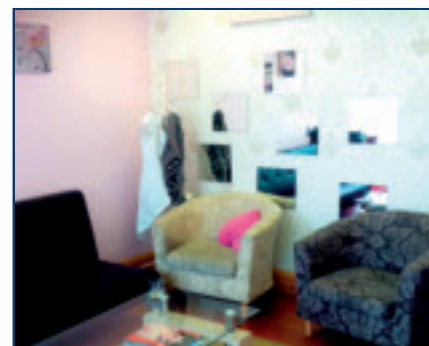
Rear Paved Garden


Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk


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LOT 11

Long Leasehold Three Bedroom Flat Investment

*Guide Price: £45,000 - £50,000

1A High Street, Lye, Stourbridge, West Midlands DY9 8JT

Property Description:

A duplex maisonette forming part of a three storey brick built development comprising of a ground floor retail parade with residential flats and maisonettes over. The property benefits from UPVC double glazed windows, gas fired central heating and offers well laid out accommodation which includes three bedrooms.

The development is prominently situated at the junction of High Street and Dudley Road, the latter providing vehicular access to a rear service yard and internal stairs leading to the residential flats/maisonettes.

The property is currently let on an Assured Shorthold Tenancy at a rental of £440 per calendar month (£5,280 pa)

Accommodation:

First Floor

Reception Hall, Lounge/Dining Room, Kitchen with a range of modern fittings

Second Floor

Stairs and Landing, Three Bedrooms, Bathroom with bath having shower over, pedestal wash basin and wc

Outside:

External yard/patio area

Leasehold Information

Lease Term: A new lease for a term of 125 years will be granted from completion.
Ground Rent: £150 per annum rising during the term. Please refer to the legal Pack for full lease details.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 12

Long Leasehold Vacant Flat

*Guide Price: £30,000 - £35,000

3A High Street, Lye, Stourbridge, West Midlands DY9 8JT

Property Description:

A second floor flat forming part of a three storey brick built development comprising of a ground floor retail parade with residential flats and maisonettes over. The property benefits from UPVC double glazed windows, gas fired central heating and offers well laid out accommodation.

The development is prominently situated at the junction of High Street and Dudley Road, the latter providing vehicular access to a rear service yard and internal stairs leading to the residential flats/maisonettes.

The property is currently let on an Assured Shorthold Tenancy at a rental of £310 per calendar month (£3,720 pa) however the tenant has served notice to vacate on 11th April and therefore the property will be vacant on completion.

Accommodation:

First Floor

Shared Entrance Hall, Stairs and Landing to

Second Floor

Reception Hall, Bathroom with bath, wash basin and wc, Breakfast Kitchen, Lounge, Double Bedroom

Outside:

External yard/patio area

Leasehold Information

Lease Term: A new lease for a term of 125 years will be granted from completion.
Ground Rent: £150 per annum rising during the term. Please refer to the legal pack for full lease details.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 13

Long Leasehold Vacant Flat

*Guide Price: £30,000 - £35,000

4A High Street, Lye, Stourbridge, West Midlands DY9 8JT

Property Description:

A second floor flat forming part of a three storey brick built development comprising of a ground floor retail parade with residential flats and maisonettes over.

The property benefits from UPVC double glazed windows, gas fired central heating and offers well laid out accommodation.

The development is prominently situated at the junction of High Street and Dudley Road, the latter providing vehicular access to a rear service yard and internal stairs leading to the residential flats/maisonettes.

Accommodation:

First Floor

Shared Entrance Hall, Stairs and Landing to

Second Floor

Reception Hall, Bathroom with bath, wash basin and wc, Breakfast Kitchen, Lounge, Double Bedroom

Outside:

External yard/patio area

Leasehold Information

Lease Term: A new lease for a term of 125 years will be granted from completion.

Ground Rent: £150 per annum rising during the term. Please refer to the Legal Pack for full lease details.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 14

Leasehold Residential Investment

*Guide Price: £25,000 - £29,000

Flat 6, 78 Persehouse Street, Chuckery, Walsall, WS1 2AR

Property Description:

A one bedroom self-contained flat forming part of a traditional style semi-detached house of brick construction surmounted by a replacement tile clad roof. The flat benefits from having UPVC double glazing, electric heating and modern kitchen fittings. Persehouse Street is situated off Broadway North and is located within approximately one quarter of a mile distance from Walsall Town Centre. The property is currently let on an Assured Shorthold Tenancy producing a rental of £480 per calendar month (£5,760 per annum).

Accommodation:

Ground Floor

Communal Entrance and Hallway,

Second Floor

Lounge/Kitchen, Bedroom and Shower Room with shower cubicle, pedestal wash basin and WC

Outside:

Front Walled foregarden

Rear Garden

Leasehold Information

Term : 99 years from 25th March 2005

Ground Rent : Refer to legal pack

Service Charge : Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 15

The Carriage Works, Mill Street, (Fronting Mill St/Venture Way/Little Cottage St), Brierley Hill, West Midlands DY5 2RG



Property Description:

An established industrial/commercial estate occupying a site extending to an area of 0.72 acres (0.29 hectares) and containing a range of ageing industrial/warehouse premises sub-divided and let as ten separate units along with a communal toilet block all set back behind a hard surfaced forecourt which provides parking and loading facilities. The principle access into the site is via Mill Street and the site is prominently situated at the junction of the A461 Venture Way and Little Cottage Street which provides an imposing frontage and the property is located within Brierley Hill Town Centre to the South West of High Street.

Planning

The site which contains a range of ageing industrial buildings occupies a strategic position within Brierley Hill town centre with frontages to three roads including Venture Way and provides potential for redevelopment, subject to obtaining Planning Consent and all interested parties are advised to contact the Local Planning Department at Dudley Council to discuss any proposals prior to bidding.

Rental Income:

The majority of the property is currently let on various tenancies producing the following income:
Unit 1: £402.60 pcm (£7,231 per annum)
Unit 2: Vacant
Unit 3A: £290 pcm (£3,480 per annum)

Unit 3B: £200 pcm (£2,400 per annum)
Unit 4: Owner Occupied
Unit 4A: £250 pcm (£3,000 per annum)
Unit 5/6: £300 pcm (£3,600 per annum) Review due May 2016
Unit 6A: £164.66 pcm (£1,975.92 per annum)
Unit 7A: £95 pcm (£1,140 per annum)
Unit 8: £90 pcm (£1,080 per annum)
Advertising Hoarding: £1,200 per annum
Total: £1,892 pcm (£22,707 per annum) (excluding Unit 2 & Unit 4)
Note: A copy of each tenancy agreement is contained in the Legal Pack.

Accommodation

Comprises of ten separate units along with a communal toilet block as follows:

Unit 1: 223.7sq.mtrs (2,407sq.ft.)
Unit 2: Not Known
Unit 3A: 224.1sq.mtrs (2,412sq.ft.)
Unit 3B: 189.7sq.mtrs (2,041sq.ft.)
Unit 4: 145.3sq.mtrs (1,564sq.ft.)
Unit 4A: 149.8sq.mtrs (1,612sq.ft.)
Unit 5/6: 267.1sq.mtrs (2,875sq.ft.)
Unit 6A: 96.2sq.mtrs (1,035sq.ft.)
Unit 7A: 45.0sq.mtrs (484sq.ft.)
Unit 8: 35.2sq.mtrs (378sq.ft.)
Total: 1,376.1sq.mtrs (14,808sq.ft) excluding Unit 2
Note: All quoted dimensions are taken from Valuation Office Agency (VOA) website. We understand from the joint selling agents that the Total Gross Internal Area including Unit 2 is approximately 19,712sq.ft. (1,831.97sq.mtrs)

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



Freehold Industrial/Commercial Investment with Development Potential (0.72 Acres)
*Guide Price: **£350,000 - PLUS**



LOT 16

Freehold Vacant Public House - Consent for 4 Houses and 1 Flat *Guide Price: £112,000 - £122,000

The Eagle & Child 2 Apedale Road, Newcastle, Staffordshire, ST5 6BH



Property Description:

A Public House of two-storey, brick construction surmounted by pitched, tiled roof, occupying a sizable rectangular plot extending to a total area of 850 sq.m (9149 sq.ft) and having the benefit of planning consent for the demolition of the existing premises and erection of four semi-detached, 3 bedroomed houses and one flat above the garage block.

The property occupies a prominent position at the junction of Apedale Road and Audley Road in the Village of Chesterton.

Existing Accommodation:

Ground Floor

Public Bar Area, Lounge Bar with small Stage, Level Cellar, Customers wc, Catering Kitchen and underground Cellar.

First Floor

Private Living Accommodation, Three Bedrooms, Lounge, Office, Kitchen and Bathroom.

Outside:

Car park for approximately 20 cars.

Planning

Planning Consent was granted by Newcastle-under-Lyme Borough Council (Reference: 15/00730/FUL) and dated 6th October 2015, for the demolition of the existing Public House and erection of four semi-detached, three bedroomed houses and one new one-bedroomed flat over garage.

Proposed Accommodation: 4 Qty. Houses

Entrance Hallway, Kitchen/Diner, Lounge, wc, stairs to First Floor, having Three Bedrooms (One with En-Suite Shower Room), and Bathroom, having panelled bath, wash basin and wc.

Proposed Accommodation for Flat over Garage

Ground Floor stairs to First Floor, Entrance Hallway, Lounge/Kitchen, Bedroom and Bathroom, having panelled bath, wash basin and wc.

Outside:

Communal parking and allocated garage for each house.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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

LOT 17
Freehold Vacant Club Premises with Long Leasehold Flat above
 *Guide Price: £205,000 - £225,000

448/450 Moseley Road, Balsall Heath, Birmingham, B12 9AN

Property Description:

The property comprises Freehold Licensed Club Premises, forming part of a multi-storey building where the upper parts comprise a self-contained flat which has been sold by way of a Long Lease.

The property is located approximately 2 miles south of Birmingham City Centre on the Eastern side of Moseley Road, between its junctions with Haden Way (A435) and St.Pauls Road in a mixed use commercial and residential area.

The club forms part of a three storey, middle of terrace building of solid brickwork construction, with a pitched slate roof.

Most of the club premises are located on the ground floor, although the premises also include useful basement storage space. The upper floors comprise a flat that has been sold by way of a Long Lease.

The club is offered with Vacant Possession and is likely to be of interest to owner occupiers and private investors

Accommodation:
Ground Floor

Reception, Lounge, Bar, Offices, Kitchen, Stores and Toilets

427 sq.mtrs (4596 sq.ft)

Basement

Stores 71 sq.mtrs (764 sq.ft)

Total Gross Internal Area: 498 sq.mtrs (5360 sq.ft)

Long Leasehold Flat
First/Second Floors

The upper floors comprise a self-contained flat subject to a Long Lease for a term of 99 years with effect from 1st January 2001 at a Ground Rent of one peppercorn

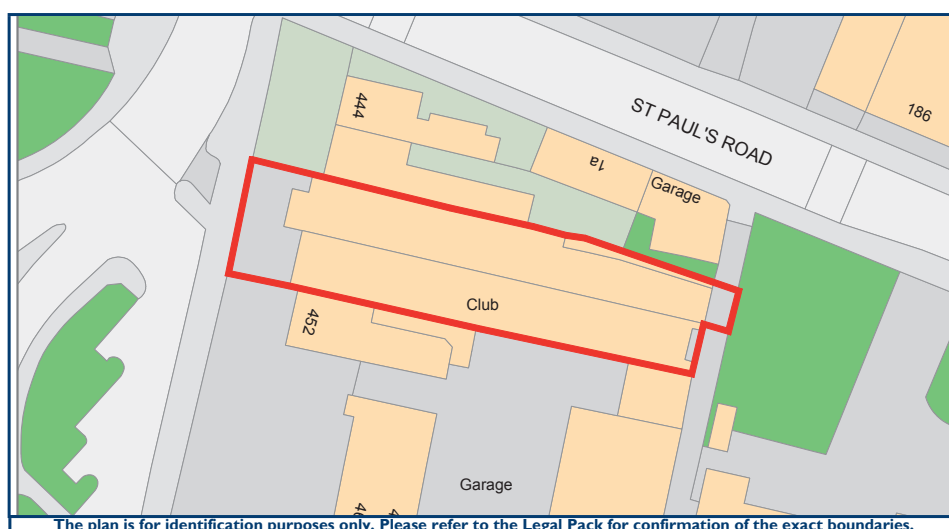
For full details of the Lease, please refer to the Legal Pack


Legal Documents –

Available at www.cottons.co.uk

Viewings

Via Cottons – 0121 247 2233



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

LOT 18

Leasehold Vacant Possession

*Guide Price: £46,000 - £52,000

Flat 36 Endwood Court, Handsworth Wood Road, Handsworth Wood, Birmingham, West Midlands B20 2RZ

Property Description:

A two bedroomed flat situated on the eighth (top) floor of the substantial purpose built block offering well laid out accommodation. The property benefits from having UPVC double glazing and electric heating and garage located in a separate block. The property is located off Handsworth Wood Road close to the junction with Church Lane (A4040).

Accommodation:

Ground Floor

Communal Entrance with security door entry system and access to stairs and lifts

Eighth (Top) Floor

Entrance Hallway, Lounge (having access to two private balconies), Two Bedrooms, Kitchen and Bathroom having panelled bath with shower over, wash basin and WC

Outside:

Communal gardens and garage

Lease Information:

Term : 99 years from 25th March 1963
Ground Rent : £35.00 rising to £95.00 and additional rent
Service Charge : Please refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings :

Via Cottons – 0121 247 2233



Panoramic View



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LOT 19**Freehold Commercial Investment (Current Income £18,800 per annum)*****Guide Price: £160,000 - £170,000****4A & 4B Rollingmill Street, Walsall, West Midlands, WS2 9EG****Property Description:**

A freehold commercial investment opportunity comprising of a pair of workshops known as 4A & 4B of brick/block construction with steel framed clad roof. The property is situated adjacent to Walsall Canal and set back from the road behind a concreted forecourt which allows for ample off road parking and storage. Rollingmill Street leads directly off Pleck Road (A4148) which in turn leads off Wolverhampton Road (A454) and the property is conveniently within approximately one mile distance from the M6 Motorway (junction 10) and half a mile distance from Walsall Town Centre.

Unit 4B Rollingmill Street: UPVC Manufacturing Premises comprising of Workshop Area including Office/Customer Reception, Shower Room with wc and Works Office
 Gross Internal Area: 257.92sq.mtrs (2,776sq.ft)

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

**Tenancy Information**

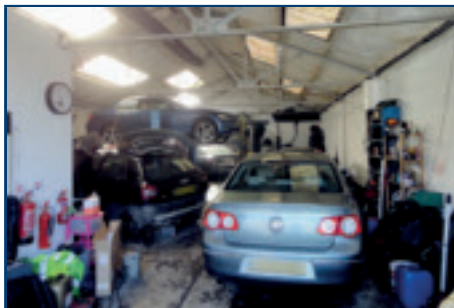
Unit 4A: Let as a vehicle repair workshop on a full repairing and insuring lease for a term of 15 years from 6th June 2014 at a rental of £10,400 per annum

Unit 4B: Currently trading as a UPVC window manufacturing and installer on a full repairing and insuring lease for a term of 7 years from 13th April 2015 at a current rental of £8,400 per annum rising on 13th April 2017 to £9,400 per annum and rising on 13th April 2018 to £10,400 per annum

Total Current Rental Income: £18,800 per annum

Accommodation:**Ground Floor****4A Rollingmill Street:**

Vehicle Workshop/Repair Unit with workshop area accessed by way of a roller shutter door and including Office/Reception Area and Toilet
 Gross Internal Area: 166.75sq.mtrs (1,795sq.ft)



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

LOT 20

Freehold Vacant Three Bedroom House

*Guide Price: £90,000 - £98,000

44 Woodcock Lane, Acocks Green, Birmingham, West Midlands B27 6DA

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof offering well laid out accommodation and benefiting from UPVC double glazed windows, gas fired central heating, three bedrooms, off road parking and good sized rear garden. Woodcock Lane forms part of an established residential area and is conveniently located directly off Warwick Road (A41) immediately to the south of Acocks Green Shopping Centre which contains a wide range of retail amenities and services.

Accommodation:

Ground Floor

Porch, Reception Hall, Utility Room, Kitchen, Through Lounge/Dining Room

First Floor

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath having shower over, wash basin, Separate WC

Outside:

Front: Lawned foregarden with driveway providing off road parking

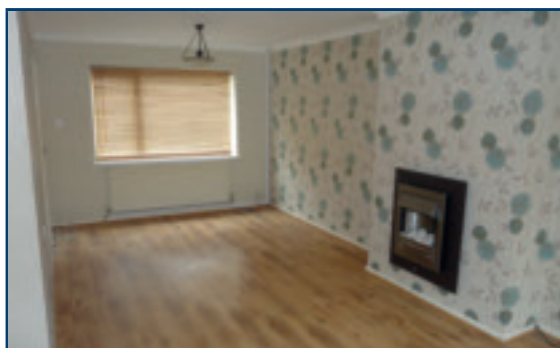
Rear: Lawned garden with patio area

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 21

Leasehold Investment

*Guide Price: £20,000 - £25,000

Flat 7 Stockton Court, Mason Street, Bilston, West Midlands WV14 9SY

Property Description:

A one bedroom purpose built flat situated on the second floor of a five storey development known as Stockton Court and accessed by way of a driveway leading off Mason Street. The property benefits from part UPVC double glazed windows and electric heating. Mason Street leads directly off Birmingham New Road (A4123). The flat is currently let on an Assured Shorthold Tenancy agreement producing a rental of £400 per calendar month (£4,800 per annum).

Accommodation:

Ground Floor

Communal Entrance and Stairs to:

Second Floor

Shared Landing, Entrance Hall, Lounge, Kitchen, Inner Hall, Double Bedroom and Bathroom with wc

Outside:

Communal grounds and lock up garage located in an adjacent block (garage number 4)

Leasehold Information:

Lease Term: 99 Years from 24 June 1978
Ground Rent & Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 22

Freehold Investment
 *Guide Price: £160,000 - £180,000

151 Dudley Road, Winson Green, Birmingham, West Midlands B18 7QY

Property Description:

A substantial four storey mid terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property consists of a ground floor retail unit, a 1 bedroomed flat on the first floor and a 3 bedroomed flat on the second and third floors. Both flats benefit from having UPVC double glazing and gas fired central heating as well as parking to the rear accessed from Heath Street. The property forms part of a parade of shops located on the Dudley Road close to the junctions with both Heath Street and Winson Green Road. The property is within walking distance from City Hospital. The property is fully let producing a total rental of £17,000 per annum a schedule of tenancies are detailed below

Schedule of Tenancies

Ground Floor Retail Unit

Currently let on a Lease until the 11th of September 2020 producing a rental of £8,600 per annum

First Floor Flat

Currently let on an Assured Shorthold Tenancy Agreement producing a rental of £3,600 per annum

Second and Third Floor Flat

Currently let on an Assured Shorthold Tenancy producing a rental of £4,800 per annum

Total Rental Income: £17,000 per annum

Accommodation

Ground Floor

Retail Shop 32.19 sq.mtrs (350 sq.ft), Kitchenette, WC and wash basin, Cellar

First Floor

Flat 1 - Accessed via the rear having Lounge, Kitchen, Bedroom and Bathroom

Second Floor

Flat 2 - Accessed via the rear having Lounge/Kitchen, Bedroom and Bathroom, stairs to

Third Floor

Two Bedrooms

Outside

Rear Allocated parking



Legal Documents – Available at

www.cottons.co.uk

Viewings - Via Cottons – 0121 247 2233



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LOT 23

Freehold Vacant Retail/Office Unit & Two Investment Flats

*Guide Price: £115,000 - £125,000

1002 Stratford Road, Hall Green, Birmingham, West Midlands B28 8BJ

Property Description:

A mid terraced two storey property of traditional brick construction surmounted by a pitched interlocking tile clad roof, set back from the road behind a paved forecourt and comprising of a ground floor retail shop/office along with two separate flats which benefit from UPVC double glazed windows.

The property forms part of a terrace of similar properties many of which have been converted into residential dwellings and is situated fronting the busy Stratford Road (A34) approximately 100 metres to the east of the junction with Shaftmoor Lane.

Tenancy Information

Retail Shop/Office: Currently Vacant
Ground Floor Flat: Let on an Assured Shorthold Tenancy at £395 pcm (£4,740 pa)
First Floor Flat: Let on an Assured Shorthold Tenancy at £450 pcm (£5,400 pa)
Current Total Rental Income: £10,140 pa
Total Rental Income (when fully let): £13,740 pa (approximately).

Accommodation:

Ground Floor

Lock Up Retail Shop/Office: 17.36sq.mtrs (187sq.ft) with roller shutter protection, Lobby, Toilet with wc and wash basin.

Flat Accommodation

Private Front Entrance Hall to:

Ground Floor Flat

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

First Floor Flat

Entrance Hall, Stairs and Landing, Lounge, Double Bedroom, Bathroom with bath, wash basin and wc, Kitchen.

Outside:

Front: Paved forecourt
Rear: Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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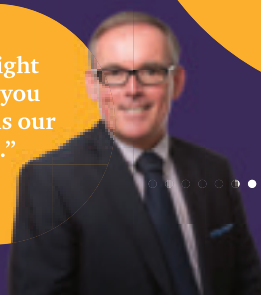
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LOT 24

Leasehold Investment
 *Guide Price: £52,000 - £62,000

8 Kingswood Road, Moseley, Birmingham, West Midlands B13 9AL

Property Description:

An extended three bedroomed mid-terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having been extended to the rear and having gas fired central heating, UPVC double glazing and 3 double bedrooms. Kingswood Road is located off both St. Albans Road and Brighton Road the latter being found off Alcester Road (A4350). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £725 pcm (£8,700 per annum)

Leasehold Information

Term 50 years from 20th of July 1976

Ground Rent £500 pa

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Inner Lobby and Bathroom having panelled bath with electric shower over, wash basin and WC

First Floor

Landing, 3 Double Bedrooms

Outside:

Front Walled foregarden

Rear Garden



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 ADVICE AT THE AUCTION BETWEEN 11.30am and 1.30pm

LOT 25

158 Middleton Hall Road, Kings Norton, Birmingham, West Midlands B30 1DN



Property Description:

A substantial and imposing detached three storey family residence of traditional brick construction surmounted by a pitched tile clad roof and occupying a large rectangular plot extending to an area of approximately 0.24 acres.

The property offers extensive accommodation benefiting from four/five reception rooms, five bedrooms, three bath/shower rooms, garage, ample off road parking and further benefits from gas fired central heating, mostly double glazed windows and a conservatory.

The property is situated opposite the junction with Longfellow Road and forms part of a well regarded and established residential area conveniently located within half a mile distance from Kings Norton Railway Station along with local services and amenities at the Cotteridge Shopping Centre.

Accommodation:

Ground Floor

Porch Entrance, Reception Hall with built in cloak cupboard and access to cellar comprising of Two Rooms, Lounge, Study, Cloak Room with wash basin and wc, Sitting Room, Sun Room opening to Conservatory, Dining Room, Kitchen with Pantry, Utility Room/Play Room

First Floor

Stairs and Gallery Landing, Master Bedroom with En-suite Shower, wash basin and wc, Bedroom Two (double), Bedroom Three (L-shaped double), Family Bathroom with panelled bath, shower enclosure, pedestal wash basin and wc

Second Floor

Stairs and Landing, Bedroom Four (double), Bedroom Five (double), Bathroom with panelled bath, pedestal wash basin and wc

Outside:

Front: Block paved forecourt providing ample off road car parking and providing access to integral garage

Rear: Block paved patio and extensive lawned garden with further garden area and store.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



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

Freehold Vacant Five Bedroom Detached Dwelling House
*Guide Price: **£390,000 - £420,000**



LOT 26

Freehold Vacant Former Public House with Potential
*Guide Price: £128,000 - £138,000

Triples Bar 13 Bradleys Lane, Tipton, West Midlands, DY4 9EZ



Property Description:

A former public house of traditional rendered brick construction predominantly surmounted by a pitched tile clad roof and prominently situated at the junction of Bradleys Lane and Fountain Lane, forming part of a mixed industrial and residential area. The property provides well laid out accommodation benefiting from roller shutter protection to all ground floor openings, UPVC double glazed windows and gas fired central heating and may be suitable for a variety of uses subject to obtaining any necessary planning consent. Continuation of the former public house use is subject to re-licencing of the premises.

Accommodation:

Ground Floor

Entrance Hall, Bar: 79.06sq.mtrs (851sq.ft): L-shaped Rear Hallway with stairs leading off, Rear Office: 14.64sq.mtrs (157sq.ft), Cellar with Three Rooms: 41.13sq.mtrs (442sq.ft), Lobby and Covered Yard Area with roller shutter access, Ladies and Gents Toilets, Store: 6.55sq.mtrs (70sq.ft)

First Floor

Stairs and Landing, Function Room: 36.35sq.mtrs (391sq.ft), Kitchen: 12.33sq.mtrs (132sq.ft), Cloak Room with wash basin and wc

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 27**Freehold Vacant Three Bedroom House**

*Guide Price: £85,000 - £95,000

7 Kingsdown Avenue, Great Barr, Birmingham, West Midlands B42 1NZ**Property Description:**

A mid terraced house surmounted by a pitched tile clad roof providing well laid out and presentable accommodation, benefiting from UPVC double glazed windows and external doors, gas fired central heating, rear sun room extension and three bedrooms. Kingsdown Avenue forms part of an established residential area and is located directly off Old Walsall Road (B4124) approximately three quarters of a mile to the south of The Scott Arms Shopping Centre and within one and a quarter miles from the M6 Motorway (junction 7).

Accommodation:**Ground Floor**

Porch Entrance, Reception Hall, Cloakroom with wc, Lounge, Dining Kitchen with a range of modern units, Full Width Extended Sun Room

First Floor

Stairs and Landing, Three Bedrooms, Shower Room with glazed shower enclosure, vanity wash basin, Separate WC

Outside:Front: Paved foregarden

Rear: Paved patio/garden, brick store, workshop and rear pedestrian access

Viewings: Via Cottons – 0121 247 2233

Legal Documents: Available at www.cottons.co.uk

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LOT 28

Freehold Vacant Possession

*Guide Price: £20,000 - £25,000

4 Norman Terrace, Chilton, Ferryhill, County Durham DL17 0HF

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 benefits from having UPVC double glazing. Norman Terrace is located off both Tennyson Road and Durham Road

Accommodation:

Please Note

The Auctioneers have been unable to inspect the property however we understand from the Seller that the accommodation comprises:

Ground Floor

Entrance Hallway, Lounge, Kitchen, Dining Room, Bathroom

First Floor

Three Bedrooms

Outside:

Front Walled foregarden

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 29

Freehold Vacant Possession

*Guide Price: £14,000 - £18,000

27 Tenth Street, Peterlee, County Durham SR8 4NE

Property Description:

A two bedroomed mid-terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property has suffered from fire and smoke damage to the ground floor and requires modernisation and improvement. Tenth Street is located off both Warren Street which in turn is found of Coast Road (A1086)

Accommodation:

Please Note

The Auctioneers have been unable to inspect the property however we understand from the Seller that the accommodation comprises:

Ground Floor

Lounge, Dining Room, Kitchen and Bathroom

First Floor

Two Bedrooms

Outside:

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 30

Freehold Vacant Possession (Potential Residential Redevelopment)

*Guide Price: £52,000 - £56,000

Former Doctors Surgery, Pinfold Lane, Wheaton Aston, Stafford, Staffordshire ST19 9PD

Property Description:

A single storey former doctors surgery occupying a site extending to approximately 219 sq.mtrs (2357 sq.ft) and surmounted by a tiled roof set back from the road behind a tarmacadam covered forecourt allowing for off road parking for numerous vehicles. The property is in need of modernisation and improvement throughout. The property is located on Pinfold Lane close to the junction with High Street.

Planning

We understand from the Seller that they have requested pre-planning application advice regarding the conversion to residential useage from South Staffordshire Borough Council and received a reply on the 11th of March 2016 (Ref: 15/00176/PREAPP) stating the proposal site is within the Wheaton Aston Development Boundary and as such the principle of residential development is considered to be acceptable a copy of the letter from South Staffordshire Borough Council is detailed in the Legal Pack.

Accommodation

Ground Floor

Open plan L-shaped accommodation, WC x 2

Outside:

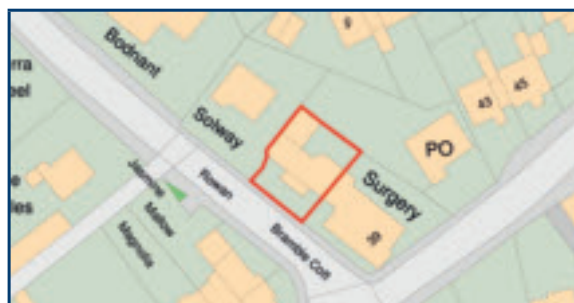
Front Tarmacadam covered forecourt allowing for off road parking for numerous vehicles

Rear Small yard

Legal Documents –

Available at www.cottons.co.uk

Viewings - Via Cottons – 0121 247 2233



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

LOT 31

Three Freehold Ground Rent Investments

*Guide Price: £4,000 - £6,000

By Instruction of the Joint LPA Receivers

Freehold Ground Rents 12, 13 & 22 Townsend Close, Ludlow, Shropshire SY8 1UN

Property Description:

A portfolio of freehold ground rents secured upon three modern dwelling houses located in a private gated development which leads off Lower Galdeford and situated in the popular Shropshire market town of Ludlow conveniently within approximately a quarter of a mile from Ludlow Town Centre .

The properties are subject to long leasehold interests for a term of 999 years from 1st January 2004 each paying a ground rent of £175 per annum

Total Ground Rent Income: £525 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

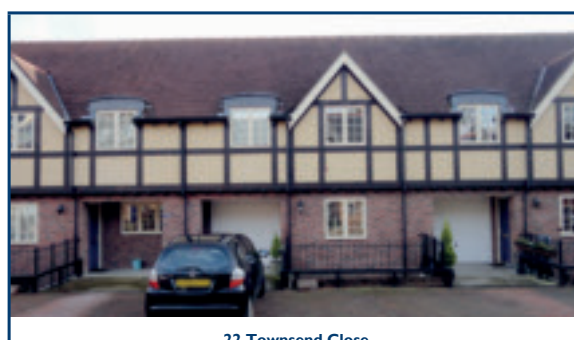
Not Applicable



12 Townsend Close



13 Townsend Close



22 Townsend Close

LOT 32

Freehold Lock Up Garage Yard - Part Investment

*Guide Price: £20,000 - £25,000

Garages 1 - 7 and Yard, Stockwell Road, Handsworth, Birmingham, West Midlands B21 9RJ

Property Description:

A lock up garage yard with a substantial brick wall boundary and secure gated vehicular access containing seven separate garages along with an electricity substation which is income producing.

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

The garage yard is prominently situated at the corner of Stockwell Road and Oxhill Road and is accessed from Stockwell Road which leads off Friary Road. The yard may offer potential for alternative uses subject to obtaining any necessary planning consents.

Current Rental Income

Garage 2: Let at £60 per quarter (£240 per annum)

Garage 3: Let at £75 per quarter (£300 per annum)

The five remaining garages are vacant

Electricity Substation: Let to Central Networks at £600 per annum

Total: £1,140 per annum

We understand the potential income when fully let is in excess of £2,500 per annum

Note: Potential may exist to review the individual garage rents upwards.



For identification purposes only. Refer to Legal Pack for confirmation of exact site boundaries.



LOT 33

Freehold Lock Up Garages - Part Investment

*Guide Price: £10,000 - £15,000

Lock-Up Garages 8 - 11, Stockwell Road, Handsworth, Birmingham, West Midlands B21 9RJ

Property Description:

A block of four lock up garages set back behind a forecourt hard standing and having direct access to Stockwell Road. The garages provide investment potential and in addition offer valuable parking amenity by nearby residential dwellings and commercial premises.

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

The garage block is situated adjacent No. 15 Stockwell Road close to the junction with Oxhill Road and is accessed from Stockwell Road which leads off Friary Road.

Current Rental Income

Garages 8,9 & 10: Vacant

Garage 11: Let at £75 per quarter (£300 per annum)

Potential income when fully let is in the region of £1,200 per annum

Note: Potential may exist to review the individual garage rents upwards



For identification purposes only. Refer to Legal Pack for confirmation of exact site boundaries.

LOT 34
Freehold Vacant Possession
 *Guide Price: £118,000 - £126,000

11 Baskerville Road, Kidderminster, Worcestershire, DY10 2YF

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind both a fenced garden and tarmacadam covered forecourt allowing for off road parking and access to garage. The property currently comprises of a ground floor retail unit together with living accommodation to the rear and first floor. The property benefits from having majority UPVC double glazing and gas fired central heating. Baskerville Road is a cul-de-sac located off Upton Road which in turn is found off Sion Hill which is located off Stourbridge Road (A451). The property is within approximately a mile and a half distance from Kidderminster Town Centre

Accommodation:
Ground Floor

Retail Unit approximately 33.3 sq.mtrs, Lounge, Dining Kitchen, Store Room x 2, Stairs to

First Floor

Having Three Bedrooms and Shower Room with shower cubicle, wash basin and WC

Outside:

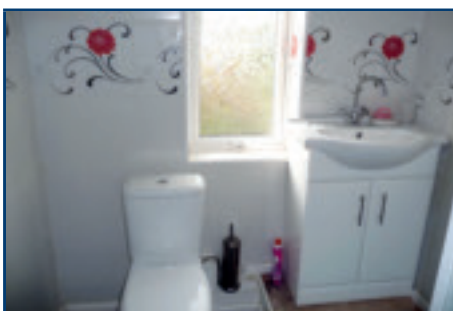
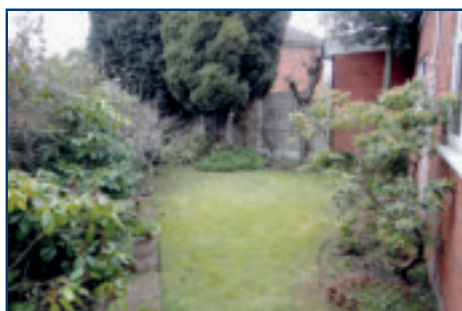
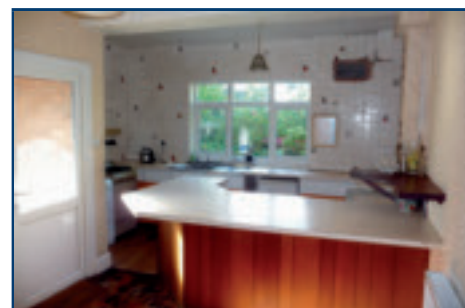
Front Tarmacadam covered forecourt allowing for off road parking and access to private garage

Rear and Side Lawned and paved garden

Legal Documents: Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233

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



LOT 35

Freehold Vacant Public House
 *Guide Price: £140,000 - £150,000 + VAT

The Railway Tavern Public House, 39 Buxton Road, Dudley, West Midlands, DY2 0ST



Property Description:

A freehold public house of traditional two storey brick construction surmounted by a pitched slate clad roof, occupying a sizeable plot extending to an area of 623sq.mtrs (0.15 acres) and including living accommodation to the first floor, customer car park and rear garden. The property provides well laid out accommodation and benefits from UPVC double glazed windows and gas fired central heating. Buxton Road forms part of an established residential area and leads off Holly Hall Road which in turn leads off Dudley southern bypass (A461). Dudley Town Centre is conveniently within approximately one mile distance located to the north east. Note: The Public House is currently trading and provides an on-going business opportunity.

Accommodation:

Ground Floor

Entrance Hall, Public Bar including Dining and Rear Games Area: 90.61sq.mtrs (975sq.ft), Ladies, Gents and Disabled Toilets, Store Cupboard containing gas fired boiler, Kitchen: 8.38sq.mtrs (90sq.ft), Rear Entrance Hall, Cellar leading from Bar comprising Two Rooms

First Floor

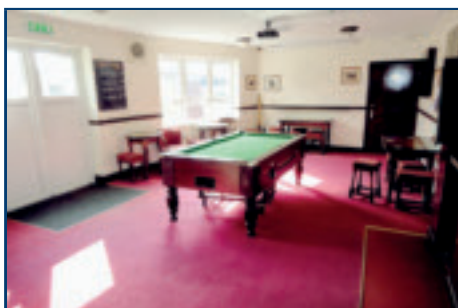
Accessed by either a Private Front Entrance Hall and Stairs or Internal Stairs from Bar, Landing, Bathroom with bath having shower over, wash basin and wc, Kitchen, Lounge, Three Bedrooms

Outside:

Customer car park, gated rear access to a secure car parking area and loading access, rear garden and two brick stores.

Viewings: Via Cottons – 0121 247 2233

Legal Documents: Available at www.cottons.co.uk



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 36

Freehold Vacant Possession

*Guide Price: £55,000 - £60,000

87 Elm Terrace, Tividale, Oldbury, West Midlands B69 1UH

Property Description:

A semi-detached property of part rendered brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned foregarden. The property benefits from having gas fired central heating however does require some modernisation and improvement. Elm Terrace is located off Trafalgar Road which can be found off New Birmingham Road (A4123)

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Kitchen/Diner, Stairs to

First Floor

Having Two Bedrooms and Bathroom with panelled bath, wash basin and WC

Outside:

Front Lawned foregarden

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 37

Freehold Vacant Possession

*Guide Price: £100,000 - £110,000

14 Friary Gardens, Handsworth, Birmingham, West Midlands B21 8ET

Property Description:

A substantially extended five bedroomed detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a shared driveway and lawned garden giving access to garage and providing off road parking. The property benefits from having been extended both to the rear and side providing two additional bedrooms and larger kitchen, the property further benefits from UPVC double glazing and gas fired central heating. The property has previously suffered from some subsidence however has since been underpinned and a copy of the Certificate of Structural Adequacy will be provided in the legal pack. Friary Gardens is located in a cul-de-sac located off Oxhill Road (A4040)

Accommodation:

Ground Floor

Entrance Hallway, Through Lounge, Extended Kitchen

First Floor

Having 5 bedrooms and Bathroom with shower cubicle, wash basin, WC and panelled bath

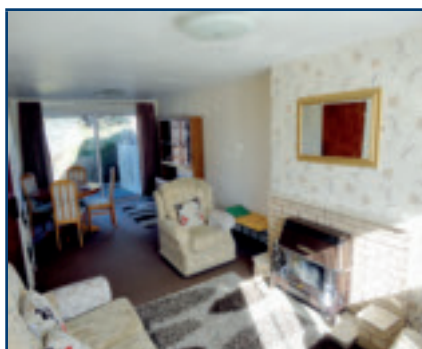
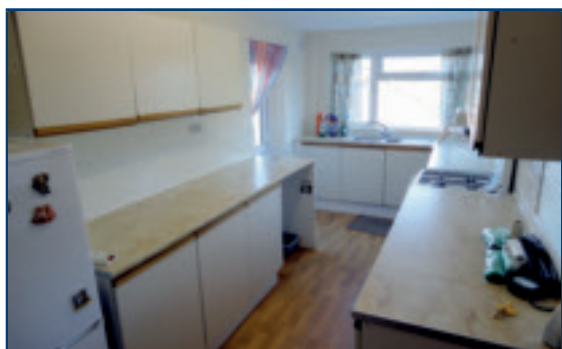
Outside:

Front Lawned garden and shared driveway giving access to garage

Rear Lawned garden

Viewings: Via Cottons - 0121 247 2233

Legal Documents: Available at www.cottons.co.uk

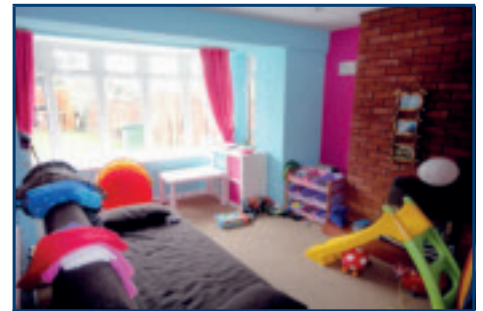
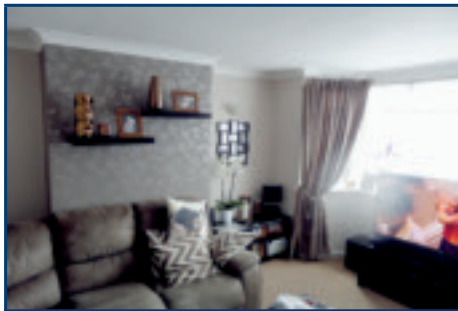


LOT 38

Freehold Three Bedroom House - Investment

*Guide Price: £90,000 - £100,000

28 Rosalind Avenue, Dudley, West Midlands, DY1 4JW



Property Description:

A semi detached house of traditional brick construction surmounted by a tile clad roof set back from the road behind a gravelled foregarden and shared tarmacadam driveway allowing for access to twin garages. The property benefits from having UPVC double glazed windows, gas fired central heating and is offered for sale in a presentable condition.

Rosalind Avenue forms part of an established residential area and is located off Park Road which in turn leads off Sedgley Road (A457).

The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £595 per calendar month (£7,140 per annum). The tenants have been in occupation since 2010 looking after the property and paying their rent promptly and have indicated that they would like to remain in occupation for the foreseeable future.

Accommodation:

Ground Floor

Entrance Porch, Reception Hall, Lounge, Extended Dining Room, Extended Kitchen with a range of

wooden panelled units.

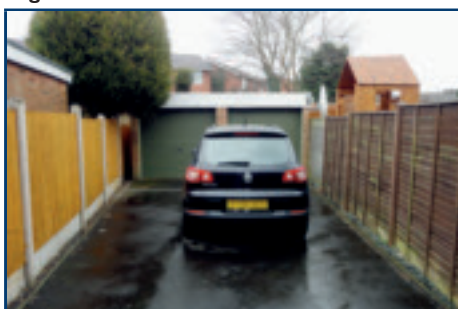
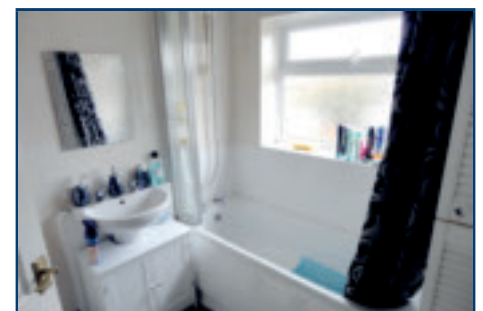
First Floor

Stairs and Landing, Bedroom One (Double), Bedroom Two (Double), Bedroom Three (Single) and Bathroom having modern suite comprising panelled bath with shower over, vanity wash basin and WC

Outside: Front: Gravelled foregarden and shared tarmacadam driveway leading to twin garages
Rear: Patio and lawned garden

Viewings: Via Cottons – 0121 247 2233

Legal Documents: Available at www.cottons.co.uk



LOT 39
Freehold Vacant Three Bedroom House

*Guide Price: £160,000 - PLUS

14 The Crescent, Shirley, Solihull, West Midlands B90 2ES
Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof providing well laid out accommodation, benefiting from gas fired central heating, UPVC double glazed windows and external doors, long rear garden but requiring modernisation and improvement. The property forms part of a popular and well regarded residential area and leads off Sandy Hill Road which in turn leads off Stratford Road (A34) providing direct access to a wide range of retail and leisure amenities.

Accommodation:
Ground Floor

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with Pantry

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Bedroom Three (single), Bathroom with bath and wash basin, Separate WC

Outside:

Front: Paved foregarden, pedestrian side access to
 Rear: Long garden comprising paved patio, lawned garden and an additional rear garden area

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk


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On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £695 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £195 + 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.

Auction deposits may be paid by the following methods
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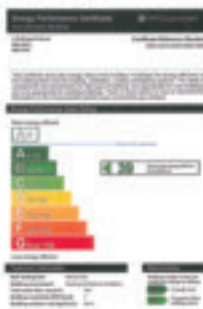
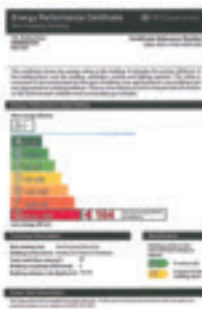



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Energy Performance Certificate The EPC for this property was commissioned on 23rd March 2016 This will be added to the Legal Pack and available on our website.	Energy Performance Certificate The EPC for this property was commissioned on 24th March 2016 This will be added to the Legal Pack and available on our website.			
Lot 3	Lot 6	Lot 9	Lot 15	Lot 15
				
Lot 17	Lot 19	Lot 22	Lot 23	Lot 26
Energy Performance Certificate The EPC for this property was commissioned on 23rd March 2016 This will be added to the Legal Pack and available on our website.				
Lot 30	Lot 34			

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THURSDAY 26th MAY 2016

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Please complete the slip found at the back of this Viewing Schedule,
 and hand it to us at the auction or post it to us at the address provided.

PROXY BID FORM / TELEPHONE BID FORM

Bidders unable to attend the auction may appoint Cottons to act as agent and bid on their behalf. Please read all Conditions Of Sale (inside front cover of catalogue) and Terms and Conditions of Proxy/Telephone Bids below.

Complete, sign and return the attached form along with the deposit payment for 10% of your highest proxy bid or 10% of the higher guide price for a telephone bid, (minimum of £2,000). We require deposits to be held in cleared funds 24 hours before the auction. Please contact us to arrange for

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TYPE OF BID

☐ TELEPHONE ☐ PROXY
(please one tick) (please one tick)

BIDDER INFORMATION

Name	<input type="text"/>
Address	<input type="text"/>
Contact Number	<input type="text"/>
Contact Number for telephone bid on Auction Day	<input type="text"/>

SOLICITOR INFORMATION

Name	<input type="text"/>
Address	<input type="text"/>
Telephone Number	<input type="text"/>
Contact	<input type="text"/>

BIDDER INFORMATION

LOT	<input type="text"/>
Address	<input type="text"/>
Maximum Bid (proxy bid)	<input type="text"/>
Maximum Bid (words)	<input type="text"/>

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Deposit	<input type="text"/>
(10% of max bid for proxy bid or 10% of top guide price for telephone bid)	
Deposit (words)	<input type="text"/>
I confirm that I have read all Terms & Conditions.	
Signed	<input type="text"/>
Date	<input type="text"/>

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. Tel: 0121 247 2233, no later than 24 hours prior to the Auction date.

The bidder shall be deemed to have read all Conditions Of Sale (inside cover of catalogue) and Terms & Conditions of Proxy/Telephone Bids and undertaken an necessary professional and legal advice relating to the relevant lot.

It is the bidders responsibility to ensure Cottons have received the signed bidding form and deposit, by ringing the telephone No, above.

The bidder shall be deemed to have made any enquiries and have knowledge of any amendments of the lot prior to and from the Rostrum on the day of the auction.

The Proxy/Telephone 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. 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.

Telephone bids - Cottons 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, Cottons accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

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Deposit for lots, which do not have a guide price should be negotiated with the auctioneer. Please contact 0121 247 2233.

If bid is successful, deposit cheque and details will be given to the relevant solicitor and you will be contacted as soon as possible after the lot has been auctioned.






If bid is unsuccessful your deposit will be returned to you as soon as possible after the auction.



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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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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**:

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

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

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

A5.5 The deposit:

- (a) is to be held as stakeholder where **VAT** would be chargeable on the deposit were it to be held as agent for the **seller**, but otherwise is to be held as stated in the **sale conditions**; and
- (b) must be paid in pounds sterling by cheque or by bankers' draft made payable to **us** on an **approved financial institution**. The extra auction conduct conditions may state if **we** accept any other form of payment.

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

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

- (a) **you** are personally liable to buy the **lot** even if **you** are acting as an agent; and
- (b) **you** must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

A5.8 Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**. Words in bold blue type have special meanings, which are defined in the Glossary. The general conditions (including any extra general conditions) apply to the **contract** except to the extent that they are varied by **special conditions** or by an **addendum**.

G1. The lot

G1.1 The **lot** (including any rights to be granted or reserved, and any exclusions from it) is described in the **special conditions**, or if not so described the **lot** is that referred to in the **sale memorandum**.

G1.2 The **lot** is sold subject to any **tenancies** disclosed by the **special conditions**, but otherwise with vacant possession on **completion**.

G1.3 The **lot** is sold subject to all matters contained or referred to in the **documents**, but excluding any **financial charges**: these the **seller** must discharge on or before **completion**.

G1.4 The **lot** is also sold subject to such of the following as may affect it, whether they arise before or after the **contract date** and whether or not they are disclosed by the **seller** or are apparent from inspection of the **lot** or from the **documents**:

- (a) matters registered or capable of registration as local land charges;
- (b) matters registered or capable of registration by any competent authority or under the provisions of any statute;
- (c) notices, orders, demands, proposals and requirements of any competent authority;
- (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
- (e) rights, easements, quasi-easements, and wayleaves;
- (f) outgoing and other liabilities;
- (g) any interest which overrides, within the meaning of the Land Registration Act 2002;
- (h) matters that ought to be disclosed by the searches and enquiries a prudent buyer would make, whether or not the **buyer** has made them; and
- (i) anything the **seller** does not and could not reasonably know about.

G1.5 Where anything subject to which the **lot** is sold would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against that liability.

G1.6 The **seller** must notify the **buyer** of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the **contract date** but the **buyer** must comply with them and keep the **seller** indemnified.

G1.7 The **lot** does not include any tenant's or trade fixtures or fittings.

G1.8 Where chattels are included in the **lot** the **buyer** takes them as they are at **completion** and the **seller** is not liable if they are not fit for use.

G1.9 The **buyer** buys with full knowledge of:

- (a) the **documents**, whether or not the **buyer** has read them; and
- (b) the physical condition of the **lot** and what could reasonably be discovered on inspection of it, whether or not the **buyer** has inspected it.

G1.10 The **buyer** is not to rely on the information contained in the **particulars** but may rely on the **seller's** conveyancer's written replies to preliminary enquiries to the extent stated in those replies.

G2. Deposit

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

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

G2.2 The deposit

- (a) must be paid in pounds sterling by cheque or banker's draft drawn on an **approved financial institution** (or by any other means of payment that the **auctioneers** may accept); and
- (b) is to be held as stakeholder unless the **auction conduct conditions** provide that it is to be held as agent for the **seller**.

G2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it (and interest on it if applicable) to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **sale conditions**.

G2.4 If a cheque for all or part of the deposit is not cleared on first presentation the **seller** may treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.

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

G3. Between contract and completion

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

- (a) produce to the **buyer** on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
 - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
 - (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.

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

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

G4. Title and identity

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

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

(a) The **buyer** may raise no requisition on or objection to any of the **documents** that is made available before the **auction**.

(b) If the **lot** is registered land the **seller** is to give to the **buyer** within five **business days** of the **contract date** an official copy of the entries on the register and title plan and, where noted on the register, of all documents subject to which the **lot** is being sold.

(c) If the **lot** is not registered land the **seller** is to give to the **buyer** within five **business days** an abstract or epitome of title starting from the root of title mentioned in the **special conditions** (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the **buyer** the original or an examined copy of every relevant document.

(d) If title is in the course of registration, title is to consist of certified copies of:

- (i) the application for registration of title made to the land registry;
 - (ii) the **documents** accompanying that application;
 - (iii) evidence that all applicable stamp duty land tax relating to that application has been paid; and
 - (iv) a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the land registry and to instruct the land registry to send the completed registration documents to the **buyer**.
- (e) The **buyer** has no right to object to or make requisitions on any title information more than seven **business days** after that information has been given to the **buyer**.

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

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

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

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

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

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

G5. Transfer

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

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

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

G5.2 If the **seller** remains liable in any respect in relation to the **lot** (or a **tenancy**) following **completion** the **buyer** is specifically to covenant in the **transfer** to indemnify the **seller** against that liability.

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

G6. Completion

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

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

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

- (a) direct transfer to the **seller's** conveyancer's client account; and
- (b) the release of any deposit held by a stakeholder.

G6.4 Unless the **seller** and the **buyer** otherwise agree, **completion** cannot take place until both have complied with their obligations under the **contract** and the balance of the **price** is unconditionally received in the **seller's** conveyancer's client account.

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

(a) the **buyer** must return all papers to the **seller** and appoints the **seller** its agent to cancel any registration of the **contract**; and

(b) the **seller** must return the deposit and any interest on it to the **buyer** (and the **buyer** may claim it from the stakeholder, if applicable) unless the **seller** is entitled to forfeit the deposit under **condition** G7.3.

G9. Landlord's licence

G9.1 Where the **lot** is or includes leasehold land and licence to assign is required this **condition** G9 applies.

G9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord lawfully requires.

G9.3 The **agreed completion date** is not to be earlier than the date five **business days** after the **seller** has given notice to the **buyer** that licence has been obtained.

G9.4 The **seller** must:

- (a) use all reasonable endeavours to obtain the licence at the **seller's** expense; and
- (b) enter into any authorised guarantee agreement properly required.

G9.5 The **buyer** must:

- (a) promptly provide references and other relevant information; and
- (b) comply with the landlord's lawful requirements.

G9.6 If within three months of the **contract date** (or such longer period as the **seller** and **buyer** agree) the licence has not been obtained the **seller** or the **buyer** may (if not then in breach of any obligation under this **condition** G9) by notice to the other terminate the **contract** at any time before licence is obtained. That termination is without prejudice to the claims of either **seller** or **buyer** for breach of this **condition** G9.

G10. Interest and apportionments

G10.1 If the **actual completion date** is after the **agreed completion date** for any reason other than the **seller's** default the **buyer** must pay interest at the **interest rate** on the **price** (less any deposit paid) from the **agreed completion date** up to and including the **actual completion date**.

G10.2 Subject to **condition** G11 the **seller** is not obliged to apportion or account for any sum at **completion** unless the **seller** has received that sum in cleared funds. The **seller** must pay to the **buyer** after **completion** any sum to which the **buyer** is entitled that the **seller** subsequently receives in cleared funds.

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

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

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

- (a) the **seller** receives income and is liable for outgoings for the whole of the day on which apportionment is to be made;
- (b) annual income and expenditure accrues at an equal daily rate assuming 365 days in a year, and income and expenditure relating to some other period accrues at an equal daily rate during the period to which it relates; and
- (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to a reasonable estimate and further payment is to be made by **seller** or **buyer** as appropriate within five **business days** of the date when the amount is known.

G11 Arrears

Part 1 Current rent

G11.1 "Current rent" means, in respect of each of the **tenancies** subject to which the **lot** is sold, the instalment of

rent and other sums payable by the tenant in advance on the most recent rent payment date on or within four months preceding **completion**.

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

- (a) of the **buyer's** **VAT** registration;
 - (b) that the **buyer** has made a **VAT option**; and
 - (c) that the **VAT option** has been notified in writing to HM Revenue and Customs; and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, **condition** G14.1 applies at **completion**.
- G15.5 The **buyer** confirms that after **completion** the **buyer** intends to:
- (a) retain and manage the **lot** for the **buyer's** own benefit as a continuing business as a going concern subject to and with the benefit of the **tenancies**; and
 - (b) collect the rents payable under the **tenancies** and charge **VAT** on them

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

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

G16. Capital allowances

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

respect of the **lot**.

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

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

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

(a) to make an election on **completion** under Section

198 of the Capital Allowances Act 2001 to give effect to this **condition** G16; and

(b) to submit the value specified in the **special conditions** to HM Revenue and Customs for the purposes of their respective capital allowance computations.

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

G18.3 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 58 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.

**A full copy of the Common Auction Conditions including the Glossary can be found at:
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