

22nd MAY 2014

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 22nd MAY 2014

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Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

7. 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. All bidders will be notified of this change by the Auctioneer prior to the Lot being offered. The reserve price will be agreed between the auctioneer and the vendor prior to the auction sale and will be the minimum price that the vendor is prepared to accept. 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.

8. 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.

9. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property that they have purchased. The Auctioneers have arranged, through their special "Auction Block Policy", insurance cover for all Lots for a period of 28 days, from the auction date. This insurance is subject to confirmation by the purchaser within 30 minutes of the sale. A certificate of cover, will be issued upon payment of a nominal premium.

10. 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.

11. 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.

12. **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.**

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

14. The successful bidder will be required to pay an Administration Fee of £395 + 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 £150 + VAT.

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

Third Party Bidding

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

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

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

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

Misrepresentation Act

The Auctioneers for themselves and for the Vendors or Lessors of the property, whose agents they are, give notice that:

1. The particulars are set out as a general outline only for the guidance of intending purchasers or lessees, and do not constitute nor constitute part of any offer or contract.
2. All descriptions, dimensions, references to conditions and necessary permissions for use and occupation and any other details are given in good faith and are believed to be correct. Any intending purchasers or tenants should not rely on them as statements or representations of fact, but must satisfy themselves by inspection or otherwise as to the correctness of each of them.
3. No person in the employment of the Auctioneers has authority to make any or give any representation or warranty whatever in relation to these properties.

Footnote

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.

A Collective Auction Sale of 73 LOTS

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 Banks, Receivers, Solicitors, Joint Property Agents, Companies and Private Clients.

Order of Sale

Lot Property

- 1 1 MERSTOWE CLOSE, ACOCKS GREEN, BIRMINGHAM, B27 6QL
- 2 71 ESSEX STREET, WALSALL, WS2 7AR
- 3 68 ROWLEY CLOSE, HEDNESFORD, CANNOCK, STAFFORDSHIRE WS12 4ET
- 4 2 CHURCH STREET, TIPTON, WEST MIDLANDS DY4 7SR
- 5 171 WILLENHALL ROAD, WOLVERHAMPTON, WV1 2HU
- 6 40 MAAS ROAD, NORTHFIELD, BIRMINGHAM, B31 2PT
- 7 31 MOSTYN ROAD, EDGBASTON, BIRMINGHAM B16 9DU
- 8 DEV SITE, REAR OF 44-62 CHEVIOT ROAD, WOLVERHAMPTON, WV2 2HD
- 9 25 WOLVERHAMPTON ROAD, OLDBURY, WEST MIDLANDS B68 0NH
- 10 119 SPRING LANE, ERDINGTON, BIRMINGHAM, B24 9BY
- 11 96 EAST STREET, HEREFORD, HR1 2LW
- 12 104 WIMBORNE ROAD, FALLINGS PARK, WOLVERHAMPTON, WV10 0NS
- 13 60A BRIDGE STREET, EVESHAM, WORCESTERSHIRE WR11 4RY
- 14 3 HIGH STREET, BROMSGROVE, WORCESTERSHIRE B61 8AJ
- 15 5 HIGH STREET, BROMSGROVE, WORCESTERSHIRE B61 8AJ
- 16 230 THE AVENUE, ACOCKS GREEN, BIRMINGHAM, B27 6NU
- 17 51 JAMES WATT STREET, WEST BROMWICH B71 2AJ
- 18 324 MARSH LANE, ERDINGTON, BIRMINGHAM, B23 6HP
- 19 UNIT 12A, 12A (2ND), 15, 16A & BASEMENT, LEYS RD, BRIERLEY HILL DY5 3UP
- 20 FALKLAND HOUSE 19 FALKLAND CLOSE, CHARTER AVE IND EST, COVENTRY CV4 8AG
- 21 14 TWYFORD ROAD, WARD END, BIRMINGHAM, B8 2NH
- 22 35 SUGARBROOK ROAD, BROMSGROVE, WORCESTERSHIRE B60 3DN
- 23 56 BERKELEY ROAD, HAY MILLS, BIRMINGHAM, B25 8NG
- 24 HEADMASTERS TOWN HOUSE, 106 HIGH STREET, HARBORNE, BIRMINGHAM B17 9NJ
- 25 DEVELOPMENT LAND, MILSTEAD ROAD, SHELTON, BIRMINGHAM B26 2EJ
- 26 2A, WHITCOT GROVE, LONGBRIDGE, BIRMINGHAM, B31 4JU
- 27 FLAT 42 NORMANTON TOWER, PORTFIELD GROVE, BIRMINGHAM, B23 5UB
- 28 LAND ADJ 28 ABBERLEY STREET, DUDLEY, WEST MIDLANDS DY2 8QY
- 29 4A JOHNSON ROAD, ERDINGTON, BIRMINGHAM B23 6PU
- 30 LAND, LEDBURY ROAD, LONG GREEN, NR TEWKESBURY, WORCS
- 31 APOLLO HOUSE, ROUNDS GREEN ROAD, OLDBURY, WEST MIDLANDS B69 2DF
- 32 440 GILLOTT ROAD, EDGBASTON, BIRMINGHAM, B16 9LR
- 33 219 - 221 CANNOCK ROAD, CANNOCK,, STAFFORDSHIRE WS11 5DD
- 34 29 ST. MARGARET'S ROAD, WARD END, BIRMINGHAM, B8 2BA
- 35 UNIT 5, GRANGE AVENUE, STIRCHLEY, TELFORD, SHROPSHIRE TF3 1ET
- 36 49 PROVIDENCE ROW, BILSTON, WEST MIDLANDS WV14 9LE
- 37 UNIT 2, PREMIER BUSINESS ESTATE, LEYS ROAD, BRIERLEY HILL DY5 3UP
- 38 18 DRUMMOND STREET, WOLVERHAMPTON, WV1 4AQ
- 39 82 HIGH STREET, BROWN HILLS, WALSALL WS8 6EW
- 40 15 LLOYD STREET, DUDLEY, WEST MIDLANDS DY2 8NQ
- 41 THE GARRISON, 110 GARRISON LANE, BORDESLEY GREEN, BIRMINGHAM, B9 4BS
- 42 THE ASTON HOTEL 393 WITTON ROAD, BIRMINGHAM, B6 6NS
- 43 AVALON HOTEL, 48 SHERBOURNE ROAD, ACOCKS GREEN, BIRMINGHAM, B27 6EA
- 44 FGR 85, 87, 89 & 91 TREAFORD LANE, WARD END, BIRMINGHAM, B8 2UE
- 45 FGR 41, 43, 45, 47, 49, 51, 53 & 55 BROOK END, FAZELEY, TAMWORTH B78 3RS
- 46 FGR 14 - 22 GOOSTRY CLOSE, TAMWORTH, STAFFORDSHIRE B77 3LR
- 47 9 GARAGES AT BARLOW CLOSE, TAMWORTH, STAFFORDSHIRE B77 3ES
- 48 LAND AT BARLOW CLOSE, TAMWORTH, STAFFORDSHIRE B77 3ES
- 49 9 FREEHOLD GARAGES AT TORC AVENUE, TAMWORTH, STAFFORDSHIRE B77 3EP
- 50 GARAGES AND LAND TO THE REAR OF 1- 31 MOUNT PLEASANT, TAMWORTH B77 1HL
- 51 16 BURTON ROAD, DUDLEY, WEST MIDLANDS DY1 3TB
- 52 3 ELTONIA CROFT, BIRMINGHAM, B26 2UU
- 53 LAND BETWEEN 27 & 29 PARK ROAD, TIVIDALE, OLDBURY, WEST MIDLANDS B69 1LP
- 54 LAND ADJ 2 EVERS STREET, BRIERLEY HILL, WEST MIDLANDS DY5 2AR
- 55 34 FENTHAM ROAD, ASTON,, BIRMINGHAM, B6 6BB
- 56 ELIM PENTACOSTAL CHURCH, BEARMORE ROAD, CRADLEY HEATH, B64 6DU
- 57 162 BLACKBROOK ROAD, HOLLY HALL, DUDLEY, WEST MIDLANDS DY2 0QP

- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Residential Investment
- Freehold Residential Investment
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Residential Investment
- Freehold Development Land
- Freehold Vacant Residential
- Freehold Residential Investment
- Freehold Commercial Investment
- Freehold Vacant Residential
- Freehold Vacant Commercial
- Freehold Vacant Commercial
- Freehold Commercial Investment
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Commercial Investment
- Leasehold Commercial Investment
- Freehold Vacant Residential
- Leasehold Commercial Investment
- Freehold Vacant Residential
- Leasehold Vacant Residential
- Freehold Development Land
- Freehold Land
- Leasehold Residential Investment
- Freehold Land with Potential
- Leasehold Vacant Residential
- Freehold Land
- Freehold Commercial Investment
- Freehold Residential Investment
- Freehold Vacant Commercial
- Freehold Commercial Investment
- Freehold Commercial Investment
- Freehold Vacant Residential
- Leasehold Vacant Commercial
- Freehold Vacant Residential
- Freehold Vacant Commercial
- Freehold Residential Investment
- Freehold Public House
- Freehold Hotel Premises
- Freehold Hotel Premises
- Freehold Ground Rents
- Freehold Ground Rents
- Freehold Ground Rents
- Freehold Garage Investments
- Freehold Investment Land
- Freehold Garage Investments
- Freehold Land & Garages
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Land
- Freehold Building Plot
- Freehold Vacant Residential
- Freehold Vacant Church
- Freehold Vacant Residential

Lot Property

- 58 CHERRYHILL COPPICE, CHERRY HILL ROAD, BARNT GREEN, BIRMINGHAM
- 59 FLAT 1, 78 PERSEHOUSE STREET, CHUCKERY, WALSALL, WS1 2AR
- 60 78 GLENMORE DRIVE, LONGFORD, COVENTRY, CV6 6LZ
- 61 FLAT 19 WATERSIDE, WHEELLEYS LANE, EDGBASTON, BIRMINGHAM, B15 2DW
- 62 15 CASTLE ROAD, TIPTON, WEST MIDLANDS DY4 8EA
- 63 UNIT 1, PREMIER BUSINESS ESTATE, LEYS ROAD, BRIERLEY HILL DY5 3UP
- 64 430 PORTLAND ROAD, EDGBASTON, BIRMINGHAM, B17 8LT
- 65 42 WEBSTER ROAD, WALSALL, WS2 7AW
- 66 6 SUTTON SQUARE, MINWORTH,, SUTTON COLDFIELD,, B76 9DN
- 67 4 SYCAMORE ROAD, SMETHWICK,, WEST MIDLANDS B66 4NL
- 68 12 PETERSFIELD COURT, STRATFORD ROAD, HALL GREEN, BIRMINGHAM, B28 9BL
- 69 29 OSBORN ROAD, SPARKHILL, BIRMINGHAM, B11 1PS
- 70 56 PARKES STREET, SMETHWICK, WEST MIDLANDS B67 6AZ
- 71 38 FOREST CLOSE, SUTTON COLDFIELD, WEST MIDLANDS B74 2JZ
- 72 13 WEST STREET, TAMWORTH, STAFFORDSHIRE B79 7JF
- 73 56 JOHNSON ROAD, ERDINGTON, BIRMINGHAM, B23 6PY
- Freehold Woodland
- Leasehold Residential Investment
- Freehold Vacant Residential
- Leasehold Residential Investment
- Freehold Vacant Residential
- Leasehold Vacant Commercial
- Freehold Vacant Residential
- Freehold Residential Investment
- Freehold Vacant House/ Bldg Plot
- Freehold Vacant Residential
- Leasehold Vacant Residential
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Vacant Residential
- Freehold Vacant Residential

Auctioneers

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Trish Doyle, **Derek Dolphin**, **Ossie O'Malley**, **Kevin Hogan**,
Andrew Smith, **Nick Burton** and **Richard Gaines**.

IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

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.

ID REQUIREMENTS

- **Full UK Passport or Photo Driving Licence**
- **Recent Utility Bill, Council Tax Bill, or Bank Statement**
(not a mobile phone bill)

DEPOSIT/PAYMENT METHODS

- **Bank/Building Society Draft**
- **Personal/Company Cheque**
- **Debit/Credit Card**

A surcharge of 2.00% is payable for all credit cards and any card associated with a business account

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

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

LOT 1

Freehold Vacant Possession

Guide Price: £130,000 to £140,000

1 Merstowe Close, Acocks Green, Birmingham B27 6QL



Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, providing an excellent refurbishment opportunity having been stripped of all fixtures and fittings and prepared for refurbishment to commence. The property provides well laid out accommodation which includes four bedrooms and is situated in a cul-de-sac which leads directly off Warwick Road (A45). The property is within approximately one quarter of a mile distance from Acocks Green Shopping Centre which provides

access to a wide range of retail amenities and services.

Accommodation: Ground Floor:

Vestibule Entrance, Reception Hall, Lounge, Family Dining Room/Kitchen with potential for addition of a cloak room

First Floor:

Stairs and Landing, Bedroom One (double), Bedroom Two (single), Bedroom Three (double), Bedroom Four (single), Family Bathroom

Outside:

(Front) Gravelled forecourt providing potential for off road parking, pedestrian side access to

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Note: The parcel of land to the side of the property is not included



in the sale. Please refer to the title documents in the Legal Pack for confirmation of the exact boundaries. All parties viewing the property must take extreme caution and neither the auctioneers nor vendors accept responsibility for any injury or harm which may be caused.

LOT 2

Freehold Vacant Possession

Guide Price: £50,000 to £55,000

71 Essex Street, Walsall, West Midlands WS2 7AR

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a walled foregarden and benefiting from gas fired central heating and UPVC double glazed windows. Essex Street forms part of an established residential area and is located directly off Bloxwich Road (B4210) within approximately three quarters of a mile distance to the north of Walsall Town Centre.

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen, Lobby, Bathroom comprising of panelled bath, pedestal wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Small foregarden

(Rear) Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 3

Freehold Investment
 Guide Price: £40,000 - £45,000

68 Rowley Close, Hednesford, Cannock, Staffordshire WS12 4ET

Property Description:

A semi detached house of non-traditional 'Cornish' style construction having tile clad first floor elevation and roof, providing well laid out accommodation and set back from the road behind a lawned foregarden and shared driveway. The property benefits from having UPVC double glazed windows and gas fired central heating. Rowley Close is located off Bradbury Lane and the property is within approximately two miles of Cannock Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £500 per calendar month (£6,000 per annum)

Accommodation:

Ground Floor:
 Entrance Hallway, Lounge, Dining Room, Utility Room and Kitchen

First Floor:

Three Bedrooms and Bathroom with panelled bath, wash basin and Separate WC

Outside:

(Front) Walled foregarden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 4

Freehold Investment
 Guide Price: £50,000 TO £56,000

2 Church Street, Tipton, West Midlands DY4 7SR



Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, offered for sale in presentable condition, benefiting from UPVC double glazed windows/ external doors and gas fired central heating. Church Street forms part of an established residential area and leads directly off Tividale Road (A4033) within approximately one quarter of a mile distance from the junction with Birmingham New Road (A4122) and approximately one mile distance to the east of Dudley Town Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £495 per calendar month (£5,940 per annum)

Accommodation:

Ground Floor:
 Front Reception Room, Rear Reception Room, Kitchen, Breakfast Room

First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom with modern suite comprising panelled bath having shower over, pedestal wash basin and wc

Outside:

(Rear) Paved yard and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Find us on the web @
www.cottons.co.uk
 E-mail: auctions@cottons.co.uk

LOT 5

Freehold Vacant Possession

Guide Price: £54,000 to £59,000

171 Willenhall Road, Wolverhampton WV1 2HU

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows/external doors, gas fired central heating and three bedrooms but requiring some modernisation and cosmetic improvement throughout. The property forms part of a predominantly residential area and is situated fronting Willenhall Road (A454) between the junctions of Coventry Street and Brooklands Parade, within less than a mile to the east of Wolverhampton City Centre.

Accommodation:

Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen, Bathroom with panelled bath, pedestal wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Small foregarden

(Rear) Yard and lawned garden with a shared pedestrian access



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 6

Freehold Vacant Possession

Guide Price: £75,000 to £85,000

40 Maas Road, Northfield, Birmingham B31 2PT

Property Description:

A traditional mid terraced house of brick construction with rendered front elevation and surmounted by a pitched slate clad roof, benefiting from part UPVC double glazed windows, gas fired central heating and providing well laid out accommodation which requires some modernisation and improvement. Maas Road leads off Chatham Road which in turn leads off Bristol Road South and the property is within close proximity to Northfield Shopping Centre which contains a wide range of retail amenities and services.

Accommodation:

Ground Floor:

Reception Hall, Through Lounge/ Dining Room, Kitchen

First Floor:

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

Outside:

(Front) Lawned foregarden bordered by mature privet hedge



(Rear) pedestrian entry access, Brick Stores, lawned garden and a paved section containing two sheds

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 7

Freehold Investment

Guide Price: £110,000 - £120,000

31 Mostyn Road, Edgbaston, Birmingham B16 9DU



Property Description:

A three storey end terraced property of brick construction surmounted by a tiled clad roof set back behind a paved foregarden. The property benefits from having double glazed windows and gas fired central heating. Mostyn Road can be found off Reservoir Road which in turn is located off Monument Road. The property is currently let on three separate Assured Shorthold Tenancy Agreements each producing a rental income of £80 per week (£12,480 per annum).

Accommodation:

Ground Floor:

Entrance Hallway, Front Reception Room (currently being used as a bedroom) Open Plan Lounge and Kitchen, Cellar

First Floor:

Two Bedrooms and Bathroom having panelled bath, wash basin and WC

Second Floor:

Large Landing Area, Bedroom.

Outside:

(Front) Paved foregarden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 8

Freehold Residential Development Site for Six Dwellings

Guide Price: £72,000 - £76,000

Residential Development Site to the rear of 44-62 Cheviot Road, Wolverhampton, WV2 2HD

Property Description:

A freehold development site extending to an area of approximately 0.45 Acres (1,841 mtr.sq) and accessed via a driveway adjacent to 42 Cheviot Road. Cheviot Road is located off both Dixon Street and Rough Hills Road. The site itself is situated within an established residential area.

Planning:

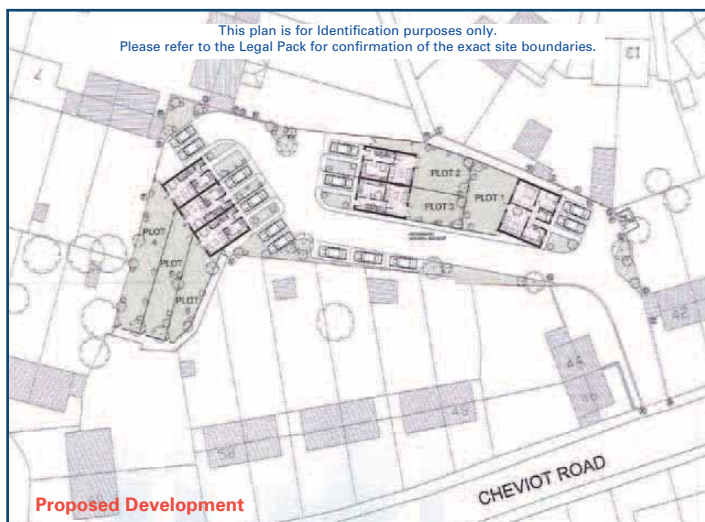
Planning Consent was granted by Wolverhampton City Council Ref: 10/00325/FUL and dated 15th of June 2011 for the erection of six houses (one detached two bedroom bungalow, two semi-detached three bedroomed houses and three two bedroomed terraced houses) with associated landscaping and car parking.

Proposed Accommodation: Bungalow:

Entrance Hallway, Kitchen, Living Room, Bathroom, Two Bedrooms

Terraced Housing x 3:

Ground Floor:
Having Entrance Hallway, WC, Kitchen, Living Room



First Floor:

Two Bedrooms and Bathroom having panelled bath, wash basin and WC

Semi-Detached Housing x 2:

Ground Floor:
Entrance Hallway, Kitchen/Diner, Living Room, Stairs to

First Floor:

Three Bedrooms and Bathroom having panelled bath, wash basin and WC

Note:

A copy of the Planning Consent and Architects drawings are available for inspection at
Wolverhampton City Council
Website www.wolverhampton.gov.uk



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 9

Freehold Vacant Possession

Guide Price: £100,000 - £106,000

25 Wolverhampton Road, Oldbury, West Midlands B68 0NH

Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property requires modernisation and improvement however benefits from having off road parking and garage to the rear accessed via a service road. The property is located on Wolverhampton Road (A4123) close to the junction with Hagley Road West (A456)

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Side Veranda and WC

First Floor:

Three Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside:

(Front) Walled foregarden

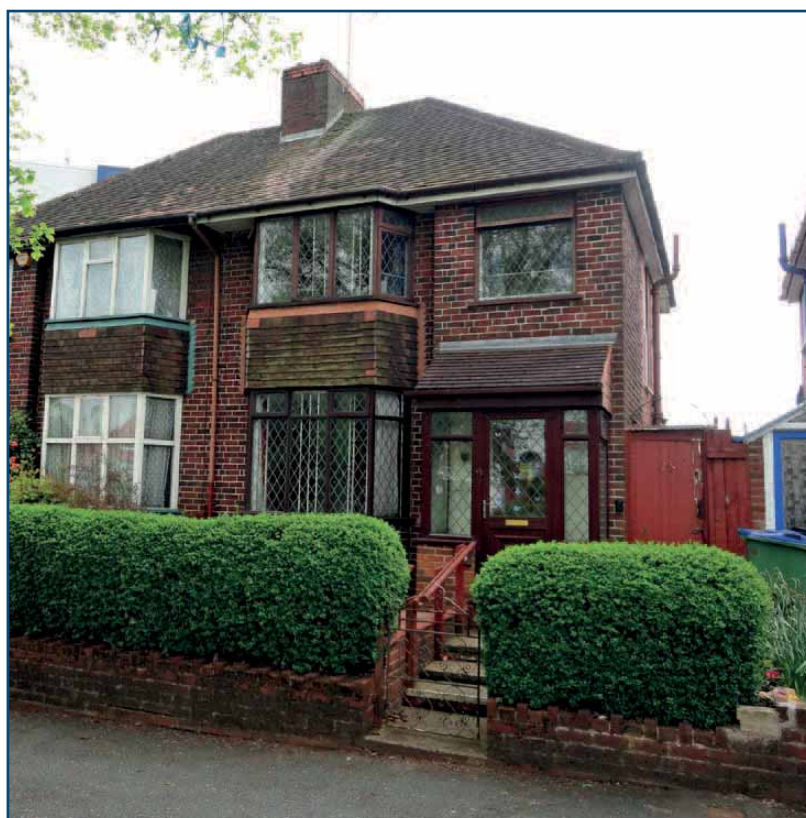
(Rear) Lawned garden and garage allowing for off road parking via a service road

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 10

Freehold Investment
By Instruction of the LPA Receivers
 Guide Price: £120,000 to £128,000

119 Spring Lane, Erdington, Birmingham B24 9BY



Property Description:

A traditional detached house of brick construction surmounted by a hipped interlocking tile clad roof, benefiting from modern kitchen fittings, UPVC double glazed windows, gas fired central heating, two bathrooms and off road car parking. The property is located in a popular residential area and Spring Lane runs directly between Kingsbury Road and Moor End Lane conveniently within half a mile distance from Erdington Shopping Centre and approximately one mile distance from the M6 Motorway (junction 6).

The property is currently let on an Assured Shorthold Tenancy at a rental of £650 per calendar month (£7,800 per annum).

Accommodation:

Ground Floor:

Canopy Entrance, Reception Hall, Through Lounge/Dining Room, Extended Dining Kitchen and Bathroom with modern corner suite having panel bath, pedestal wash basin and wc.

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with modern suite having panel bath, pedestal wash basin and wc.

Outside:

(Front) Tarmacadamed forecourt providing off road parking, pedestrian side access to

(Rear) Rear garden containing a single storey building/garden house.

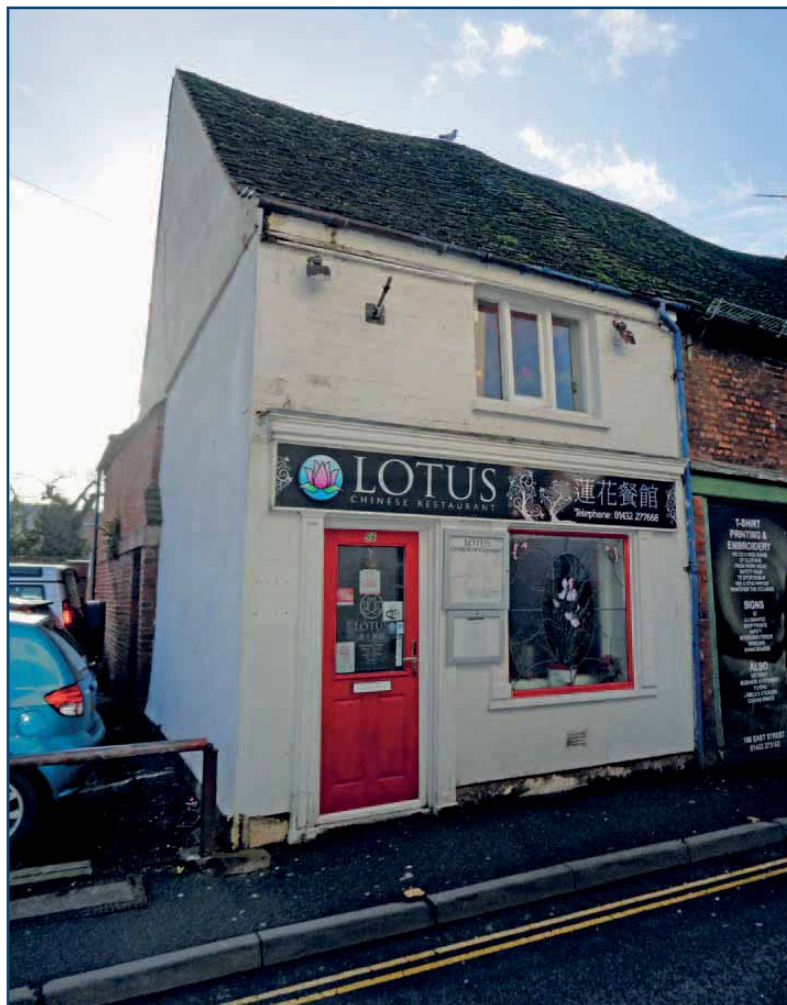
Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 11**By Instruction of the Liquidator of London Property Corporation Limited**
Freehold Investment
 Guide Price: £100,000 PLUS
96 East Street, Hereford HR1 2LW**Property Description:**

A two storey end terraced restaurant premises of brick construction surmounted by a pitched tile clad roof, currently occupied and trading as Lotus Chinese Restaurant.

The property directly fronts East Street opposite the Booth Hall Public House and forms part of Hereford City Centre. East Street is a continuation of West Street which leads off Hereford Ring Road/Victoria Street (A49).

Tenancy Information:

The property is let on a lease for a term of 10 years which commenced on 22nd December 2006 on Full Repairing and Insuring Terms and at a rental of £17,500 per annum. The lease makes provision for rent reviews on the 3rd, 6th and 9th Year.

Accommodation:

Ground Floor:
 Restaurant: 33.94sq.mtrs (365sq.ft)
 Having 18 Covers, Bar and Store Cupboard, Kitchen: 18.58sq.mtrs (200sq.ft)

First Floor:

Stairs to Reception Area with rear fire access, Restaurant: 63sq.mtrs (388sq. ft) with 22 Covers, Landing Area, Store Cupboard, Ladies and Gents Toilets

Outside:

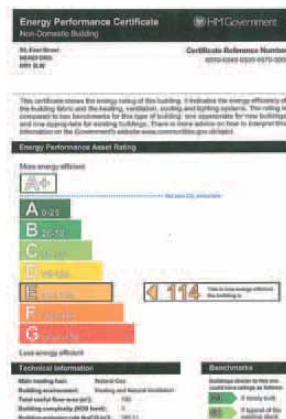
(Rear) Enclosed yard

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 12

Freehold Vacant Possession

Guide Price: £100,000 to £110,000

104 Wimborne Road, Wednesfield, Wolverhampton WV10 0NS

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a tarmacadamed forecourt and benefiting from UPVC double glazed windows, gas fired central heating and drive through garage which provides access to three additional parking spaces located in the rear garden. The property requires some cosmetic improvement. The property forms part of a popular residential area and Wimborne Road leads directly off Bushbury Road which in turn leads off Cannock Road (A460) and is conveniently within approximately half a mile distance from New Cross Hospital and one and a half miles distance to the north east of Wolverhampton City Centre.

Accommodation:

Ground Floor:

Vestibule Porch, Reception Hall, Kitchen, Front Reception Room, Rear

Reception Room, Veranda with utility cupboard

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath having electric shower over, vanity wash basin, separate wc

Outside:

(Front) Tarmacadamed forecourt providing off road parking, side garage with rear doors.

(Rear) Paved patio, outside wc, additional driveway with parking for up to three cars and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 13

Freehold Vacant Possession

Guide Price: £68,000 - £72,000

60a Bridge Street, Evesham, WR11 4RY



Property Description:

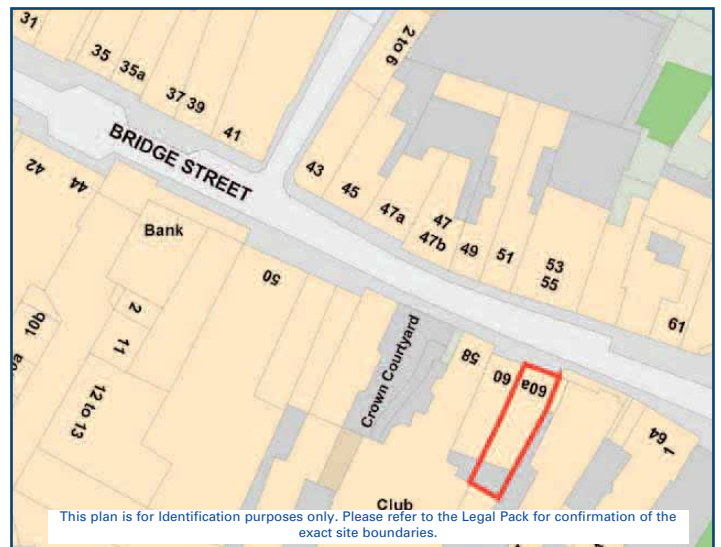
Evesham is a market town and a civil parish in the Local Authority District of Wychavon in the county of Worcestershire.

The property is located in the pedestrianized part of Evesham's main shopping street near to the Riverside Shopping Centre. There are a variety of major multiple retailers close by including Subway, Costa Coffee, British Heart Foundation, Thompson Travel and Peacocks.

The property comprises a two storey purpose-built shop offering retail premises at ground floor level, with ancillary storage and staff accommodation above, including male & female toilets.

The property is of two storey brickwork construction with a pitched tiled roof.

The property is offered freehold with vacant possession and may appeal to owner occupiers and investors.



VAT

We understand that VAT is not payable on the purchase price.

Accommodation:

Ground floor & Retail Area:
60.9 sq m (656 sq ft)

1st Floor Ancillary:
23.5 sq m (253 sq ft)

Total Net Internal Area:
84.4 sq m (909 sq ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 14

Freehold Vacant Possession
by Instructions of the LPA Receivers
 Guide Price: £95,000 - £110,000, + VAT

3 High Street, Bromsgrove, Worcestershire, B61 8AJ


Property Description:

Bromsgrove is a Town in northern Worcestershire, approximately 16 miles north east of Worcester, and 13 miles south west of Birmingham City Centre.

The Town is recorded as having a population of 29,237 in 2001, and a district population of 87,837.

Bromsgrove is intersected by the A38, which was bypassed to the east of the Town in 1980. The M5 motorway borders the western side of the town, accessible at junction 5, approximately 4 miles to the south, whereas the M42 motorway is located approximately 3 miles to the north, and is accessible at junction 1.

The property is located close to the south of the pedestrianised part of High Street, and adjacent or nearby occupiers include Pizza Express, Betfred, Prezzo, A Plan Insurance, Pizza Hut, Poundland and Wetherspoons.

The property comprises a three storey middle of terrace building of traditional brickwork construction with a pitched tiled roof.

The ground floor provides shop or showroom accommodation, with potential for restaurant, takeaway, office or leisure uses, subject to statutory consents.

The first and second floors comprise self-contained office accommodation, approached via a separate rear entrance, with potential for continued office use, or perhaps residential use, subject to statutory consents.

There is a car park at the rear of the adjacent property, 5 High Street, where some space has been reserved for the benefit of the subject property.

Accommodation:
Ground Floor:

Sales/Showroom 978 sq.ft (90.9 sq.m)
 Rear Store 16 sq.ft (1.5 sq.m)

First Floor:

(Approached via a lobby and shared staircase leading off rear car park)
 Offices 794 sq.ft (73.8 sq.m)

Second Floor:

(Approached via ladder style staircase)
 Store 278 sq.ft (25.8 sq.m)
 Restricted Height 103 sq.ft (9.6 sq.m)

Total Gross Area –
 Second Floor 381 sq.ft (35.4 sq.m)

Total Net Internal Area 2066 sq.ft (191.9 sq.m)

Planning:

By way of an application No: 11/0982 dated 21st November 2011, planning permission was granted, subject to conditions, for the change of use of the premises to A3 (restaurants & cafes). A copy of the planning permission is available within the legal pack.

VAT:

The VAT exemption in respect of this property has been waived.

Accordingly, the sale proceeds shall attract VAT.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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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 15

Freehold Commercial Investment Property by Instructions of the LPA Receivers

Guide Price: £140,000 - £160,000, + VAT

5 High Street, Bromsgrove, Worcestershire, B61 8AJ



Property Description:

Bromsgrove is a Town in northern Worcestershire, approximately 16 miles north east of Worcester, and 13 miles south west of Birmingham City Centre.

The Town is recorded as having a population of 29,237 in 2001, and a district population of 87,837.

Bromsgrove is intersected by the A38, which was bypassed to the east of the Town in 1980. The M5 motorway borders the western side of the town, accessible at junction 5, approximately 4 miles to the south, whereas the M42 motorway is located approximately 3 miles to the north, accessible at junction 1.

The property is located close to the south of the pedestrianised part of High Street, and adjacent or nearby occupiers include Pizza Express, Betfred, Prezzo, A Plan Insurance, Pizza Hut, Poundland and Wetherspoons.

The main building is of three storey brickwork construction, with a pitched tiled roof. There is a substantial three storey extension to the rear of the main building of similar construction.

There is a car park to the rear of the property, providing off road parking spaces, and independent access to the rear of the building. The car park is shared with 3 High Street.

The entire premises are subject to an occupational lease, and are occupied for office purposes by a local newspaper.

It is considered that the property has potential for alternative uses, and future development in respect of both the ground floor office premises as well as the first and second floor accommodation. For example, the ground floor may be suitable for retail or leisure purposes, whilst the upper floors may have potential for residential development, subject to statutory consents.



Accommodation:

Ground Floor:
Office/Showroom 1,253 sq.ft (116.4 sq.m)

First Floor:
Offices 1,009 sq.ft (93.7 sq.m)

Second Floor:
Offices 1,085 sq.ft (100.8 sq.m)

Total Net Internal Area: 3,347 sq.ft (310.9 sq.m)

Outside:
Car Park

Tenancy:

The entire premises are subject to a lease to Newsquest Media (Midlands) Limited. The lease is for a term of 25 years from 25th December 1989, and is drafted on tenants full repairing and insuring terms. We understand the current rent passing is £42,000, per annum, exclusive, and the lease contains provisions for rent reviews every 5 years.

VAT:

The VAT exemption in respect of this property has been waived. Accordingly, the sale proceeds shall attract VAT.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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www.cottons.co.uk

E-mail: auctions@cottons.co.uk

LOT 16

Freehold Vacant Possession
 Guide Price: £122,000 - £128,000

230 The Avenue, Acocks Green, Birmingham B27 6NU

Property Description:

A three bedroomed end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and tarmacadam covered driveway allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. The Avenue is located off both Lincoln Road and Yardley Road and the property is within approximately a quarter of a miles distance from Acocks Green Railway Station.

Accommodation:

Ground Floor:

Entrance Hallway, Reception Room 1, Reception Room 2, Dining Room, Kitchen and WC

First Floor:

Three Bedrooms and Bathroom having panelled bath, shower cubicle, wash basin and WC

Outside:

(Front) Walled foregarden and driveway allowing for off road parking

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 17

Freehold Vacant Possession
 Guide Price: £62,000 - £68,000

51 James Watt Street, West Bromwich B71 2AJ

Property Description:

A end terraced property of brick construction surmounted by a tiled roof set back from the road behind a lawned and block paved foregarden. The property benefits from having double glazed windows however does require some modernisation and improvement. James Watt Street is located off Schofield Avenue which in turn can be found off Wyntor Lane.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Kitchen

First Floor:

Three Bedrooms and Shower Room having shower cubicle and wash basin, Separate WC

Outside:

(Front) Lawned and block paved foregarden

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

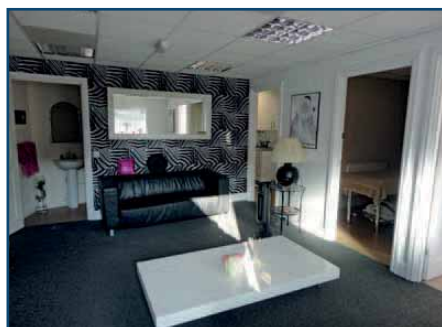
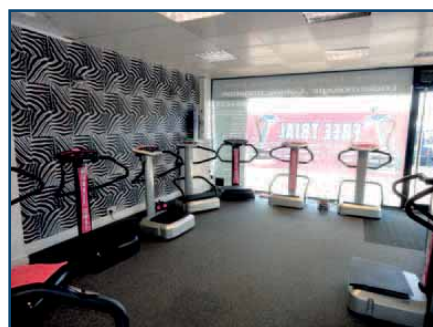
Via Cottons – 0121 247 2233



LOT 18

Freehold Investment
Guide Price: £130,000 to £140,000

324 Marsh Lane, Erdington, Birmingham B23 6HP



Property Description:

A presentable and much improved retail/flat investment opportunity occupying an end terraced two storey premises of brick construction surmounted by a tile clad roof having been substantially extended to the rear and forming part of a retail parade set back from Marsh Lane behind a forecourt. The property is situated at the junction with Streetly Road surrounded by a large and predominantly residential catchment area and within approximately one mile distance from the M6 Motorway (junction 6).

Tenancy Information:

Ground Floor: Currently trading as Wobble Away, Tanning and Health and Beauty Clinic Let on a new lease for a term of Five Years subject to a three year Rent Review/Break Clause at a rental of £7,200 per annum.

First Floor Flat: Let on an Assured Shorthold Tenancy at a rental of £400 pcm (£4,800 per annum)

Total Rental Income:
£12,000 per annum

Accommodation Ground Floor

Retail Shop:	42.34sq.mtrs (455 sq.ft)
Reception Area:	11.19sq.mtrs (120 sq.ft)
Tanning Room:	8.2sq.mtrs (88 sq.ft)
Store	5.8sq.mtrs (62 sq.ft)
Office:	51.09sq.mtrs (549 sq.ft)
Rear Extension:	

comprising of a Customer Lounge Area, Cloak Room with wc and wash basin, Tanning Room, Three Consulting Rooms one having en-suite shower

Outside:

(Front) Forecourt

(Rear) Yard/parking area with access by way of a shared vehicular driveway

First Floor:

Private Entrance Hall, Stairs and Landing Lounge, Kitchen, Bathroom, One Bedroom and Study

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



PROXY & TELEPHONE BIDDING

We can arrange to set up Telephone or Proxy Bids if you are unable to attend the Auction.

Please contact the Auction Team on 0121 247 2233

For further details and Terms & Conditions

LOT 19

Leasehold Commercial Investment

Guide Price: £15,000 - £20,000 Plus VAT

Unit 12A, 12A (Part 2), 15, 16A and Basement Storage Premises, Premier Partnership Industrial Estate, Leys Road, Brierley Hill DY5 3UP



Property Description:

The subject premises are of single-storey brickwork construction, with predominantly flat mineral felt roofs. The premises include an element of basement accommodation.

The premises are approached via a communal service or access corridor.

The premises comprise a variety of commercial, light industrial and storage premises, as well as an element of living accommodation, all let and producing a combined annual income of £6,652.04 plus VAT and service charge contributions.

Tenancy Information:

The premises are currently occupied under a variety of separate tenancy agreements, generating an annual rental income as follows

The Income details have been provided by the vendor and all parties should refer to the Legal Pack for confirmation of this information.

Accommodation

Unit	Rent	Floor Area
Unit 12A (Part One)	£960	200 sq.ft (18.6 sq.mtrs)
Unit 12A (Part Two)	£1052.04	200 sq.ft (18.6 sq.mtrs)
Unit 15	£1,040	421 sq.ft (39.1 sq.mtrs)
Unit 16A (residential accom.)	£3,120	Bedsit with Shower Room/WC
Basement storage premises	£480	500 sq.ft. (46.5 sq.mtrs)
Total Rent	£6,652.04	

The auctioneers have been unable to inspect the subject property, and we rely upon information provided by the vendor and contained on the Valuation Office Agency website (VOA).

Prospective purchasers should satisfy themselves regarding the quality and size of the accommodation.

Leasehold Information:

Lease term of 999 years from June 1996 at one peppercorn ground rent. The leaseholder is responsible for administering and collecting service charges. Please see the legal pack for full details.

VAT:

All rents, except the residential element, are subject to VAT.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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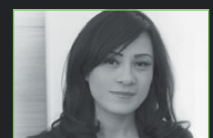
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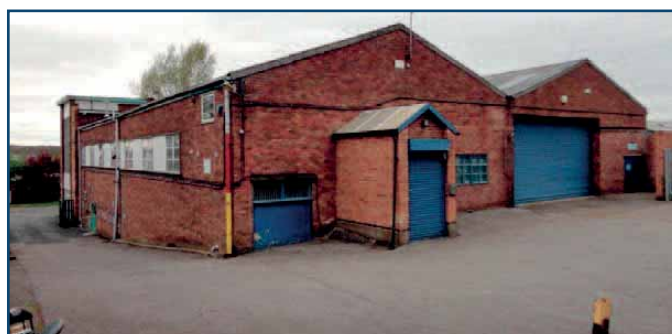
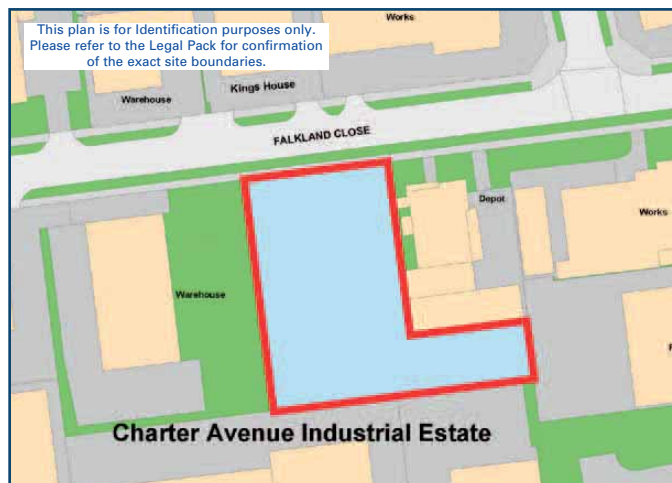
subject to status and standard fees

LOT 20

Long Leasehold Industrial/Warehouse and Office Investment

Guide Price: £160,000 - £180,000, Plus VAT

Falkland House, 19 Falkland Close, Charter Avenue Industrial Estate, Coventry CV4 8AG



Property Description:

Coventry is a city and metropolitan borough in the county of West Midlands, approximately 19 miles south-east of Birmingham and 24 miles south-west of Leicester. Coventry is the second largest city in the West Midlands region, with a population of 316,900 at the 2011 census.

Coventry is near the M6, M69, M45 and M40 motorways. It is also served by the A45 and A46 dual carriageways.

The subject property is situated approximately four miles west of Coventry city centre, within a predominantly industrial area.

The property comprises an industrial investment, developed to provide three separate buildings or units.

The main building, Falkland House, comprises a part-two-storey and part-three-storey office, with rear storage premises at ground floor level. This building, at the front of the site, is of brickwork construction with flat roofs. Attached to the rear of the offices, there is a single-storey, two-bay workshop or warehouse building, known as Unit 1. This building is of brickwork construction, with strengthening piers along the length of the main walls, and has a light steel-trussed pitched roof clad in corrugated

asbestos cement roof sheets, lined internally and incorporating translucent roof lights. The building has a solid concrete floor throughout, with mezzanine floors to the front and rear portions.

There is a detached, single-storey workshop or warehouse building at the rear of the site, known as Unit 2. This unit has brickwork walls at low-level, and is of steel portal frame construction, with corrugated asbestos cement sheet wall and roof cladding, lined internally, and incorporating translucent roof lights. The floor is of solid concrete construction throughout, and there is a mezzanine floor towards the front of the building.

The main building and Unit 2 are let under separate agreements, so that the property is income-producing. Unit 1 is currently vacant. Accordingly, the property may be of interest to owner-occupiers and investors.

Tenancies:

We are informed the main building, Falkland House, comprising the two/three-storey offices and rear stores, is let to Daly Engineering Services Ltd, by way of a lease for a term of ten years from 29 September 2006, at a rent of £24,000 per annum, exclusive, plus VAT, fixed to the end of the lease term.

Unit 1 is currently vacant, and is being offered to let by our joint agents, Bruton Knowles, at a rent of £21,500 per annum, exclusive, plus VAT.

Unit 2 is occupied by way of a rolling, three-month licence to ATD Coventry Ltd, at a rent of £6,500 per annum, plus VAT.

On completion of the letting of Unit 1, the property has the potential to produce a gross rent of £52,000 per annum, exclusive.

Accommodation:

Falkland House:

Open plan and private offices arranged over ground, first and second floor levels, with stores and toilets to the rear at ground floor level.

Gross internal area:
7,429 sq ft (690.2 sq m)

Unit 1 (Vacant)

Ground floor gross internal area:
7,746 sq ft (719.6 sq m)

Mezzanine offices and stores:
1,660 sq ft (154.2 sq m)

Eaves height:
4.58 m

Unit 2 (Occupied by ATD)

Ground floor gross internal area:
2,151 sq ft (199.9 sq m)

Mezzanine offices:
431 sq ft (40.1 sq m)

Eaves height:
4.57 m

Outside:

There are sufficient parking and servicing areas around the site for the various occupiers.

Title Information:

The property is held long leasehold for a term of 99 years from 9 April 1964, at a current ground rent of £9,750 per annum. The ground rent is reviewed every 33 years, with the next rent review falling due 9 April 2030.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 21

Freehold Vacant Possession

Guide Price: £90,000 to £98,000

14 Twyford Road, Ward End, Birmingham B8 2NH

Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof, set back from the road behind a lawned foregarden and paved driveway and having double glazed windows and gas fired central heating but requiring complete refurbishment and modernisation throughout. The property is situated close to the junction with Washwood Heath Road (A47) conveniently within approximately 200 metres of the Fox & Goose Shopping Centre at Hodge Hill. The property forms part of an established and predominantly residential area.

Accommodation:

Ground Floor:

Reception Hall, Lounge and Dining Room, Kitchen

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with wc

Outside:

(Front) Lawned garden and paved driveway, side lean to covered passage/store

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

HARRY R. BARBER, F.R.I.C.S.

CHARTERED SURVEYOR
ESTATE AGENT, VALUER AND AUCTIONEER



LOT 22

Long Leasehold Industrial/Workshop Premises - Investment By Instruction of the Joint LPA Receivers

Guide Price: £85,000 TO £90,000 Plus VAT

Unit 35 Sugarbrook Road, Aston Fields, Bromsgrove, Worcestershire B60 3DN



Property Description:

A modern mid terraced industrial/workshop unit with ancillary mezzanine accommodation forming part of a popular and established business/industrial park containing a range of similar units. The property has generally been well maintained by the existing occupier and is offered in a good state of repair. Sugarbrook Road is located off Sherwood Road which in turn leads off Bromsgrove Eastern Bypass (A38) and the property is located within approximately one mile distance to the south of Bromsgrove Town Centre, conveniently within approximately three miles distance from both the M42 Motorway (junction 1) and the M5 Motorway (junction 5)

Tenancy Information:

The property is currently let by way of a lease dated 9th January 2014 to Luxico Limited for a term of 3 years from the date of their first occupation of the property being 1st September 2011 at a rental of £12,500 per annum plus VAT on Full Repairing and Insuring Terms.

Accommodation:

Ground Floor:

Loading Access/Workshop, Warehouse, Workshop Two, Hallway to Gents Toilet with wc and wash basin, Works Office, Lobby, Kitchen and Reception Office

Mezzanine Floor:

Stairs and Landing Area, Board Room, Ladies Toilet with wc and wash basin, Store Room and Managers Office

Outside:

Forecourt parking area for approximately four vehicles

Gross Internal Area:

Ground Floor: 218.91sq.mtrs (2,356sq.ft) approximately
Mezzanine Floor: 57.8sq.mtrs (622sq.ft) approximately

Leasehold Information:

Lease Term: From 3rd September 2010 until 29th November 2113
Ground Rent: Currently £3,200 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 23

Freehold Vacant Possession
Guide Price: £70,000 to £77,000

56 Berkeley Road, Hay Mills, Birmingham B25 8NG



Property Description:

A presentable and much improved end terraced house of two storey part rendered brick construction surmounted by a hipped tile clad roof, benefiting from UPVC double glazed windows/external doors, gas fired central heating and modern kitchen and shower room fittings. The property occupies a large plot with wide forecourt and side garden which may provide scope for future extension of the existing premises

(subject to obtaining planning consent). The property forms part of an established residential area and Berkeley Road leads directly off Coventry Road (A45) approximately two miles distance to the east of Birmingham City Centre.

Accommodation Ground Floor

Entrance Hall, Living Room, Full Width L-shaped Dining Kitchen with a range of modern fitted units providing ample

storage space, breakfast bar and built in oven

First Floor:

Stairs and Landing, Two Double Bedrooms, Shower Room with modern suite comprising glazed shower cubicle, pedestal wash basin and wc.

Outside:

A wide block paved forecourt, side garden providing potential for future extension and rear garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

--- Legal Documents Online ---



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

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LOT 24

Leasehold Vacant Possession

Guide Price: £117,000 - £125,000

Headmasters Townhouse, 106 High Street, Harborne, Birmingham B17 9NJ



Property Description:

A three storey residential property which forms part of the Grade II Listed Clock Tower Building and was designed originally as a school. This particular part of the building was part of the Headmasters House. The property forms part of The School Yard, a redevelopment project by EDG Property.

The first phase of The School Yard development has been completed and includes tenants such as Prezzo Restaurant, Boston Tea Party Restaurant, Urban Coffee Company, a new Community Food School and a public square. Phase 2 of the development will include a new contemporary residential building to the rear of the public square.

The Headmasters Townhouse has residential planning consent and listed building consent and is located in a prime position in the centre of

Harborne. A rare opportunity to own a period property on Harborne Village High Street. The property itself requires modernisation and improvement throughout.

Accommodation:

Ground Floor:

Entrance Hallway, Stairs to both

Basement:

A large single room which we understand to have already been fully tanked.

First Floor:

Having Four Rooms and access to large Loft Space

Outside:

(Front) Gated and railed foregarden

Leasehold Information:

Term : A new 125 year Lease will be

granted on completion

Service Charge : Refer to legal pack

Ground Rent : Refer to legal pack

Proposed Plans



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 25

Freehold Residential Development Site for Three Dwellings

Guide Price: £88,000 - £94,000

Residential Development Site, Milstead Road, Sheldon, Birmingham B26 2EJ



Proposed Accommodation

Property Description:

A freehold development site situated on a corner plot and extending to an area of approximately 599 sq.mtrs. Milstead Road is located off Averill Road and Hengham Road.

Planning:

Planning Consent was granted by Birmingham City Council Ref:

2012/05120/PA and dated the 21st of September 2012 for the erection of three terraced dwellings with associated parking and amenity space.

Proposed Accommodation: Ground Floor:

Entrance Hallway, Lounge, Kitchen, Breakfast/Dining Room and WC

First Floor:

Two Bedrooms, Study and Family Bathroom

Note: A copy of the Planning Consent and Architects Drawings are available for inspection within the legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

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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 £395 + 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 £150 + 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.

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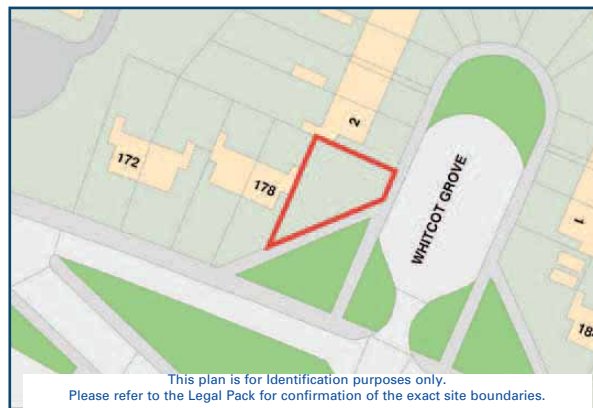
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If you need any help please contact the Auction Team Tel 0121 247 2233

Cottons

CHARTERED SURVEYORS

LOT 26
Freehold Land
 Guide Price: £4,000 - £8,000

Land at 2a Whitcot Grove, Longbridge, Birmingham B31 4JU

Property Description:

A parcel of fenced freehold land set back from the road and situated adjacent to number 2 Whitcot Grove and extending to an area of approximately 192 sq.mtrs. The land may be suitable for a variety of uses however all interested parties must satisfy themselves in full with any proposed plans that they may have with Birmingham City Council. Whitcot Grove is located off Longbridge Lane (B4096)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only


LOT 27
Leasehold Investment
 Guide Price: £30,000 - £36,000

Flat 42 Normanton Tower, Lyndhurst Estate, Portfield Grove, Erdington, Birmingham B23 5UB
Property Description:

A well laid out two bedroom flat situated on the sixth floor of a purpose built block and benefiting from gas fired central heating. Portfield Grove is located off Beechmount Road close to where the Sutton Road and Chester Road meet. The property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum).

Accommodation:
Ground Floor:

Communal Entrance, Lifts and Stairs

Sixth Floor:

Entrance Hallway, Reception Room, Kitchen, Two Bedrooms, Shower Room having shower cubicle, pedestal wash basin, and WC.

Outside:

Communal gardens and parking


Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

Term: 125 Years from 8 August 1994

Ground Rent: £10 per annum

Service Charge: Refer to legal pack

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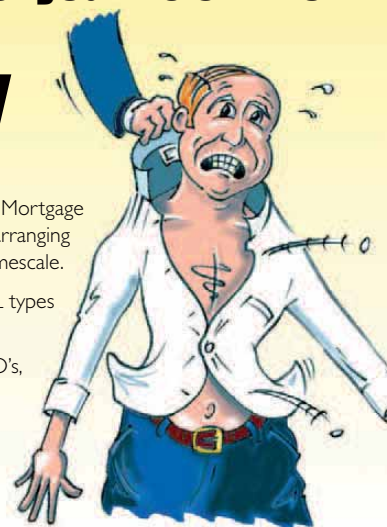
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LOT 28

Freehold Land with Development Potential – Vacant Possession

Guide Price: £49,000 - £57,000, plus VAT

Land Adjacent 28 Abberley Street, Dudley, West Midlands DY2 8QY



Property Description:

Dudley is the largest town in the Black Country region, and is located approximately six miles south-east of Wolverhampton and eight miles north-west of Birmingham.

The subject site is located within one mile of Dudley town centre, and is bounded by Abberley Street, Brook Street and an unnamed connecting road. Accordingly, the property has three separate road frontages.

The property is located within a mixed use, commercial and residential area, where houses and flats are interspersed with industrial/warehouse and office buildings.

The property comprises an undeveloped parcel of land, secured by metal fencing to the road frontages. The site does not display any significant gradients or contours.

The site, which is believed to measure approximately 0.226 acres, is currently used for open storage purposes. The site appears suitable for residential or commercial development, subject to statutory consents.

Planning:

Full planning permission was granted on 1 October 2007 for the development of six, two-bed flats and two, one-bed flats, under application number: P07/0362.

The planning permission has lapsed, and any interested parties should approach the local planning authority, Dudley Metropolitan Borough Council.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LEE, SHAW

Land & Estate
Agents
Chartered Surveyors

LOT 29

Leasehold Vacant Possession

Guide Price: £35,000 - £39,000

4a Johnson Road, Erdington, Birmingham B23 6PU

Property Description:

A ground floor flat forming part of a brick built end terraced property that has been converted to provide two self contained flats. The property benefits from having UPVC double glazing and electric heating and further benefits from a 25 percent share in the freehold of the building. Johnson Road is located off Station Road and the property is within walking distance to Erdington Train Station and within a quarter of a miles distance from Erdington High Street.

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Bedroom, Dining Room, Kitchen and Bathroom having panelled bath, wash basin and WC

Outside:

(Front) Paved side entrance
(Rear) Garden

Lease Term:

Term: 99 years from 29 September 1988

Rent: £30 rising to £60



Legal Documents:

Available at www.cottons.co.uk

Viewings:

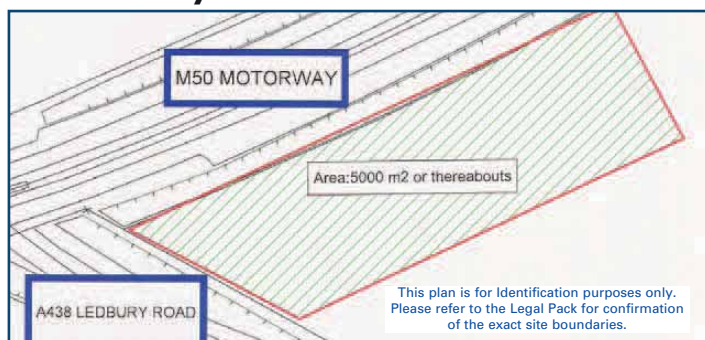
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LOT 30

Freehold Land

Guide Price: £7,800 - £8,200

Land, Ledbury Road, Long Green, Nr Tewkesbury Worcs



Description:

A parcel of freehold land extending to approximately 5000 sq.m (1.23 acres) and situated within the Hamlet of Long Green approximately six miles to the west of the historic town of Tewkesbury. The land itself lies directly off Ledbury Road (A438) and borders the M50 Motorway, having a frontage of approximately 140m and comprises of grazing land forming part of a predominantly rural area. The paddock is accessed by way of a right of way leading from a gated entrance off Ledbury Road.

Directions from Birmingham:
Exit M5 South at Junction 8, join the M50 Motorway, exit M50

Motorway at Junction 1 and join A38 to Tewkesbury. Proceed for approximately 4 miles turning onto the A438 towards Ledbury. Proceed for approximately 4 further miles and the land is located prior to the Motorway on the right hand side with access gained via a gated entrance and marked "Land for Sale"

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

N.B. The purchaser will be responsible for the erection of a boundary fence in accordance with the boundary plan.

LOT 31
Freehold Office Investment
 Guide Price: £400,000-£450,000, plus VAT

Apollo House, Rounds Green Road, Oldbury, West Midlands B69 2DF

Property Description:

Oldbury is a town in the Black Country, and is part of the West Midlands conurbation, approximately seven miles west of Birmingham, three miles south-east of Dudley, and ten miles east of Stourbridge.

Sandwell Metropolitan Borough Council's headquarters are situated in Oldbury town centre, and Sandwell MBC state the population figure of Oldbury at 50,641 as at 2011 census.

Oldbury is situated close to Junction 2 of the M5 motorway, providing good access to the regional and national motorway network.

The property is situated on Rounds Green Road to the west of the town centre, in a mainly industrial area. The primary access to the site is from Rounds Green Road to the front, with side access from Brades Road.

The property comprises a detached, purpose-built, two-storey office building, with car parking to the front and side. The entrance and reception area are at the rear of the building.

We estimate the property was constructed during the 1980s, although the premises have been refurbished and improved in more recent times.

The building is of brickwork construction, with a pitched interlocking concrete tiled roof. The ground floor is of solid concrete construction, whilst the first floor is of the suspended concrete type.

The windows are double-glazed, some being of the UPVC sealed double-glazed type, with the remainder comprising the original soft-wood items.

Internally, the building is divided to form various office, reception, administration and ancillary areas, using plasterboard partitioning. The walls are generally plastered and painted, and the ceilings are also of the painted plastered type, although suspended ceilings are present within some areas.

The building has gas fired central heating, with perimeter radiators throughout the accommodation. There are separate staircases at each end of the building, and there is also a lift, which was not operational at the time of inspection.

There are male and female toilet facilities on each floor, together with a disabled toilet on the ground floor. There are also kitchen facilities on each floor.

There is a tarmac car park to the front and side of the building.

Accommodation:

Ground floor: 360.5 sq m (3,880 sq ft)

First floor: 360.5 sq m (3,880 sq ft)

Total net internal area: 721 sq m (7,760 sq ft)

Outside:

43 surface car parking spaces

Tenancy Information:

We are informed by the vendor, the entire property is let to Nacro Community Enterprises Ltd, by way of an occupational lease for a term of 15 years from 14 September 2003, therefore expiring 13 September 2018. The lease incorporates tenant-only break options, enabling the lease to be determined on each and every third anniversary of the term commencement date.

We are informed by the vendor that the rent for the remainder of the term shall escalate on the following basis:

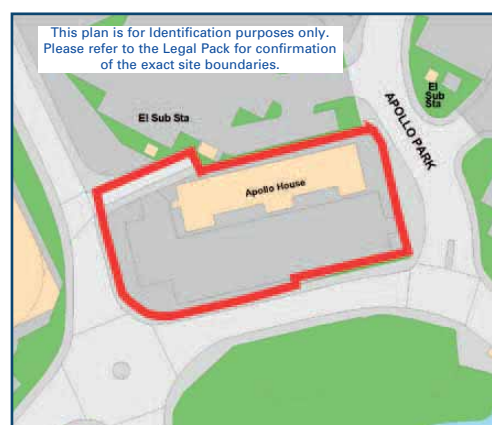
From 1 September 2013 exclusive	£65,322 per annum,
From 1 September 2014 exclusive	£67,608 per annum,
From 1 September 2015 exclusive	£69,975 per annum,
From 1 September 2016 exclusive	£72,424 per annum,
From 1 September 2017 exclusive	£74,960 per annum,
From 1 September 2018 exclusive	£77,582 per annum,

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 32

**Freehold Residential Investment Opportunity
By Instruction of the Joint LPA Receivers**

Guide Price: £220,000 to £240,000

440 Gillott Road, Edgbaston, Birmingham B16 9LR



Property Description:

A three storey double fronted residence of traditional brick construction surmounted by a pitched slate clad roof and currently laid out to provide seven self-contained flats comprising of two studio flats, 3 x one bedroom flats and 2 x two bedroom flats each having separate gas/electricity meters. The property is currently partly let on Assured Shorthold Tenancies with three vacant flats which require cosmetic improvement.

The property is prominently situated at the junction of Gillott Road and Holly Road and forms part of an established residential area popular with investors. The property is situated in the southern section of Gillott Road which leads directly off Hagley Road (A456) which provides

direct access to Birmingham City Centre.

Rental Income:

Flat One: Vacant
Flat Two: Vacant
Flat Three: Let on AST at £295 per calendar month
Flat Four: Let on AST at £450 per calendar month
Flat Five: Let on AST at £450 per calendar month
Flat Six: Vacant
Flat Seven: Let on AST at £395 per calendar month

Total Current Rental Income:
£1,590 per calendar month (£19,080 per annum)

Estimated Total Rental Income:
(when fully let): £31,000 approximately

Accommodation:

Ground Floor:
Reception Hall with security door entry system

Flat One: Entrance Hall, Shower Room with wc, Bed/Living Room/Kitchen
Flat Two: Entrance Hall, Bathroom with wc, Bed/Living Room/Kitchen
Flat Three: Not Inspected (One Bedroom)

First Floor:

Stairs and Landing
Flat Four: Not Inspected (Two Bedrooms)
Flat Five: Not Inspected (One Bedroom)

Second Floor:

Stairs and Landing
Flat Six: Lounge, Kitchen, Lobby, Bedroom and Shower Room with

Separate WC, Bedroom Two with En-suite Shower Room having wc
Flat Seven: Not Inspected (one Bedroom)

Outside:

Communal garden and car parking area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



MAILING LIST

We are currently updating our mailing list so, if you require a catalogue for our next auction on Thursday 10th July 2014 at Aston Villa Football Club, Aston Villa, Birmingham. 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.

LOT 33
Freehold Vacant Possession
 Guide Price: £115,000 to £125,000

219 – 221 Cannock Road, Chadsmoor, Cannock, Staffordshire WS11 5DD

Property Description:

A double fronted retail premises, having been substantially extended to the rear along with a substantial three bedroom flat over and a rear car park located off Arthur Street providing multi car parking. The property is of predominantly traditional two storey brick construction having rendered front elevations, surmounted by a pitched tile clad roof with a modern single storey extension to the rear and benefits from gas fired central heating.

The property provides an ideal investment opportunity offering flexible accommodation which could be subdivided to provide two separate retail units with separate flat accommodation to the first floor and in addition the rear extension could be subdivided to provide either a separate

workshop or flat accommodation accessed from the rear car parking area. The property fronts Cannock Road in the busy local shopping centre of Chadsmoor which contains a wide range of retailers and is located approximately one mile distance from Cannock Town Centre.

Planning:

The property may be suitable for a variety of uses including subdivision to form a multi let property and all interested parties should discuss their proposals with Cannock Chase District Council prior to bidding.

Accommodation:

Ground Floor:
Double Retail Premises: 54.98sq.mtrs (591sq.ft)

Rear Show Room/Workshop Area: 112.57sq.mtrs (1,211sq.ft)
Rear Entrance Hall/Lobby, Shower Room with glazed shower enclosure, wc and wash basin, Kitchenette, Managers Office: 5.91sq.mtrs (63sq.ft)

First Floor:

Stairs and Landing, Bathroom with panelled bath, vanity wash basin and wc, L- Shaped Lounge and Dining Room, Breakfast Kitchen, Three Double Bedrooms (intercommunicating)

Outside:

Shared pedestrian side access and car parking area providing multi car parking leading off Arthur Street

Net Internal Area (Ground Floor): 173.46sq.mtrs (1,867sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 34

Freehold Investment Opportunity

Guide Price: £110,000 - £120,000

29 St Margaret's Road, Ward End, Birmingham B8 2BA



Property Description:

A two-storey end-of-terrace building of brickwork construction surmounted by a pitched tiled roof.

The property has a single-storey extension to the rear. The property comprises a ground floor off-licence and convenience store, with ancillary storage and WC. The upper floor comprises a self-contained flat with separate access to the rear. The property is considered to offer potential to create a further studio-type flat to the first floor, subject to obtaining the appropriate planning permission.

Tenancy Information:

The ground floor is subject to a 15-year lease from March 2007, at an annual rental of £9,100. The first floor living accommodation is let by way of an Assured Shorthold Tenancy, with an annual rental of £5,700.

The property currently produces £14,800 per annum however, at the time of going to print the auctioneers have not seen any tenancy agreements, therefore any interested parties please refer to the Legal Pack for confirmation.

Location:

The property is situated in a well-established residential neighbourhood, close to Ward End Park. St Margaret's Road runs off the main B4114 Washwood Heath Road.

Accommodation:

Retail area: 95.41 sq m (1,027 sq ft)

Small stores and WC

Living Accommodation:

Bedroom/Lounge/Kitchen/Bathroom, having self-contained access to the rear.

The auctioneers have been unable to inspect the first floor parts, and have relied on information provided by the vendor. Prospective purchasers should satisfy themselves regarding the living accommodation prior to bidding.

VAT:

We understand VAT will not be chargeable on this transaction

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 35
Freehold Office/Retail Investment
 Guide Price: £125,000-£145,000, plus VAT

Unit 5, Grange Avenue, Stirchley, Telford TF3 1ET

Property Description:

Telford is a large new town in the borough of Telford and Wrekin, approximately 13 miles east of Shrewsbury and 30 miles west of Birmingham.

Telford is situated at the terminus of the M54 motorway, a spur leading off the M6 motorway, linking the town with Wolverhampton and the West Midlands.

Stirchley is a district settlement of Telford, lying just to the south-east of the town centre, with a district population of 10,533, as at the 2001 census.

The subject property forms part of a neighbourhood centre, and is located adjacent to a school, Stirchley Library and the Co-operative food store, all served by a large surface car park. The property comprises a single-storey end-of-terrace building, forming part of a block of neighbourhood

shops, probably constructed during the 1980s.

The property is of single-storey brickwork construction, with a pitched concrete tile roof and solid concrete floor.

The internal accommodation is well-fitted for office purposes, with suspended ceilings, inset lighting, painted plastered walls, dado trunking, UPVC sealed double-glazed windows, stained internal joinery, and carpets on the concrete floor.

The premises have gas-fired central heating, with perimeter radiators throughout the accommodation.

The premises are predominantly open-plan, although partitioning has been introduced to create interview or meeting rooms and a file store. There is a kitchen and male/female and disabled toilet facilities at the rear of the building.

The entire premises are let by way of an occupational lease, and will be of interest to investors.

Accommodation:

Offices:
1,964 sq ft (182.4 sq m)

Kitchen:
99 sq ft (9.2 sq m)

Total net internal area:
2,063 sq ft (191.6 sq m)

Outside:

We are informed by the occupiers that the property includes three allocated car parking spaces at the rear of the building.

Tenancy Information:

We are informed by the vendor, that the entire premises are subject to an occupational lease to Wrekin Housing Trust, for a term of 30 years from 31 December 1992. The contractual term of the lease, therefore, expires 30 December 2022.

The current rent passing is £12,000 per annum, exclusive, subject to review.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 36

Freehold Vacant Possession
Guide Price: £75,000 - £79,000

49 Providence Row, Bilston, West Midlands WV14 9LE



Property Description:

A semi-detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a walled foregarden and driveway allowing for off road parking. The property has recently been refurbished and includes UPVC double glazing, plumbing and radiators for gas fired central

heating (however no boiler has been installed), modern kitchen and bathroom fittings, electrical re-wire and plastering works. Providence Row is located off Portland Place and Ivyhouse Lane

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen

First Floor:

Three Bedrooms and Bathroom having corner bath, shower cubicle, wash basin and WC

Outside:

(Front) Walled foregarden and driveway allowing for off road parking

(Rear) Large lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

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LOT 37

Leasehold Commercial Vacant Possession

Guide Price: £5,000 - £10,000, Plus VAT

Unit 2, Premier Partnership Industrial Estate, Leys Road, Brierley Hill DY5 3UP



Property Description:

The property is located on a well-established industrial estate, less than one mile from Brierley Hill town centre. The estate is situated off Leys Road (B4180) with good access to the surrounding Black Country towns.

The national motorway network is accessible at Junction 2 of the M5 motorway, located approximately six miles to the east.

The subject premises comprise a single-storey workshop/warehouse of brickwork construction, with a pitched roof. The unit has vehicular access via a roller shutter door to the front, as well as separate pedestrian access.

Accommodation:

Workshop/warehouse
981 sq ft (91.1sq.mtrs.)

Prospective purchasers should satisfy themselves regarding the quality and size of the accommodation.

Tenure:

We are informed the premises are available by way of an under-lease, expiring 31 January 3003, at a ground rent of one peppercorn, and subject to service charge provisions. Please refer to the legal pack for full details of the title.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

The auctioneers have been unable to inspect the subject property, and we rely upon information contained on the Valuation Office Agency website (VOA)

LOT 38

Freehold Vacant Possession

Guide Price: £95,000 - £99,000

18 Drummond Street, Wolverhampton, West Midlands WV1 4AQ

Property Description:

A mid-terraced property of rendered brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing and part gas fired central heating. Drummond Street is a cul-de-sac located off New Hampton Road East which in turn can be found off Waterloo Road

Accommodation:

Ground Floor:

Entrance Hallway, Lounge, Dining Room, Kitchen and Shower Room having shower cubicle and wash basin, Separate WC

First Floor:

Three Bedrooms and Box Room

Outside:

(Rear) Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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ADVICE AT THE AUCTION BETWEEN 11.30am and 1.30pm

LOT 39

Freehold Office/Shop Property with Vacant Possession

Guide Price: £75,000 - £85,000

82 High Street, Brownhills, Walsall WS8 6EW



Property Description:

Brownhills is a town forming part of the metropolitan borough of Walsall, located on the southern edge of Cannock Chase, and approximately six miles north-east of Walsall town centre, and a similar distance south-west of Lichfield. Birmingham city centre is approximately 11 miles to the south.

The property is located on the south-western side of High Street in the principal retail and commercial area of Brownhills town centre.

Adjacent or nearby occupiers include a variety of independent and multiple retailers, including Poundworld, HSBC Bank, Barclays Bank, Subway and Select-N-Save.

The property is located not far from a Kwikfit Tyre and Exhaust Centre, and opposite the local Job Centre.

The property comprises a two-storey middle-of-terrace building, with a substantial car park at the rear, approached via Kirkside Grove. The property is predominantly of two-storey brickwork construction, with a pitched plain tiled roof.

The property was formerly used for office purposes by a local firm of solicitors. The property is suitable for a variety of alternative uses, subject to statutory consents. In particular, a change from A2 (Financial and Professional Services) office purposes to A1 (Shops) falls within permitted development rights, and does not

require the express grant of planning permission.

The property is considered of interest to owner-occupiers and investors.

Accommodation:

Ground Floor:

Front office/retail area:
392 sq ft (36.4 sq m)

Under-stairs store
22 sq ft (2.0 sq m)

Rear office
157 sq ft (14.6 sq m)

Kitchen and store
124 sq ft (11.5 sq m)

First Floor:

Arranged to provide three separate offices and stores
388 sq ft (36.0 sq m)

Total Net Internal Area
1,083 sq ft (100.6 sq m)

Outside:

External store 43 sq ft (4.0 sq m)
Car park, with sufficient space for up to 8 cars

Development Potential:

The car park at the rear of the site, approached via Kirkside Grove, may have potential for future development, subject to statutory consents.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



JOHNSON FELLOWS
CHARTERED SURVEYORS



LOT 40

Freehold Investment

Guide Price: £44,000 - £48,000

15 Lloyd Street, Dudley, West Midlands DY2 8NQ

Property Description:

A traditional mid terraced house of rendered brick construction surmounted by an interlocking tile clad roof. Lloyd Street leads off Dando Road which in turn leads off Blackacre Road and the property is conveniently located within a third of a mile distance from Dudley Town Centre. The property is currently let on an Assured Shorthold Tenancy Agreement at a rental of £400 per calendar month (£4,800 per annum).

Accommodation:

Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Rear Entrance Hall, Bathroom with panelled bath, pedestal wash hand basin and WC

First Floor:

Stairs and Landing, Two Bedrooms

Outside:

Rear: Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 41

Freehold Public House
By Instruction of the Joint Administrators of Calco Pubs Limited
Guide Price: £160,000 to £175,000 + VAT

The Garrison Public House, 110 Garrison Lane, Birmingham B9 4BS



Property Description:

A substantial freehold public house prominently situated at the junction of Witton Street, opposite Garrison Lane Park and of three storey brick construction surmounted by a pitched slate clad roof with a single storey extension to the rear. The property forms part of a mixed commercial and residential area and is located within approximately one third of a mile distance from Birmingham City Football Club and close to the junction with Watery Lane Middleway (Ring Road) providing access around the City Centre and linking with the Aston Express Way (A38M).

Current Occupancy:

The property is currently let on a Tenancy At Will from 9th October 2012 at a rent of £5,200 per annum.

Fixtures and Fittings:

The fixtures and fittings where owned will be included in the sale, any third party items such as gaming machines, dispensing equipment, sound systems etc will be excluded

Accommodation:

Ground Floor:

Main Entrance to the front which leads to a Foyer Area with access to the Public Bar Area which benefits from a Central Bar, Served, Fixed Banquette Seating and Separate Entrance to the side. To the rear there is access to

the Snug, Customer Toilets, Kitchen and Rear Yard

First Floor:

Three Bedrooms, Living Room, Bathroom, Kitchen, Laundry Room and Store

Second Floor:

Three Bedrooms and Store

Basement:

Comprising of Beer Cellar

Outside:

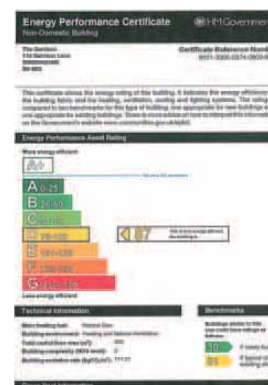
Rear yard area with vehicular access off Witton Street

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 42

Prominent Freehold Public House/Hotel
By Instruction of the Joint Administrators of Calco Pubs Limited
 Guide Price: £430,000 to £460,000

The Aston Hotel, 393 Witton Road, Aston, Birmingham B6 6NS



Property Description:

An imposing local landmark hotel premises of two storey brick construction surmounted by a pitched tile clad roof and benefiting from single storey extensions, a valuable car park/service yard located to the rear and a separate single storey terrace containing seven additional ensuite letting rooms. The property is prominently situated at the junction of Witton Road and Witton Lane within close proximity of Aston Villa Football Club, approximately 200 metres from Witton Railway Station, half a mile distance from Perry Barr which contains the One Stop Shopping Centre and University of Central England and approximately one and a half miles distance from both Birmingham City Centre and the M6 Motorway (junction 6).

Current Occupancy:

The property is currently let on a Tenancy at Will from 23rd July 2012 at a rent of £25,000 per annum.

Fixture and Fittings:

The fixtures and fittings where owned will be included in the sale, any third party items which is gaming machines, dispense equipment, sound systems etc will be excluded.

Planning:

The property may be suitable for a variety of alternate uses and all interested parties should contact the local planning department at Birmingham City Council to discuss any proposals which they may have prior to bidding.

Accommodation:

Ground Floor:

Lounge with Bar to rear, Public Bar to front with adjoining Snug and a Function Room with independent Served, a Large Central Served is situated between the Public Bar and Large Bar and has a glass wash area behind, Ancillary Accommodation provides Customer Toilets, Kitchen, Staff Living Room and Stores.

First Floor:

Six Double Bedrooms with En-suite Bathrooms and Two Additional Rooms which share a Central Bathroom

Basement:

Large Beer Cellar

Outside:

Rear car parking area/service yard containing a large covered smoking shelter and a separate single storey terrace containing seven additional ensuite letting rooms.

Total Site Area:

0.45 acres approximately

Legal Documents:

Available at www.cottons.co.uk

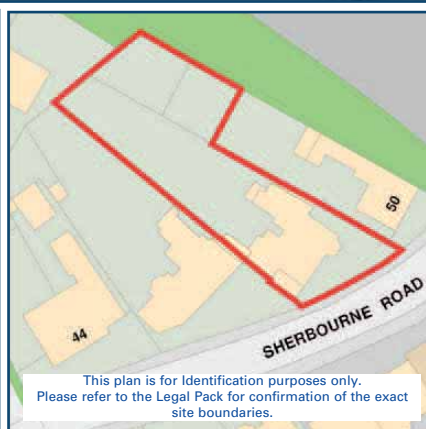
Viewings:

Via Cottons – 0121 247 2233



LOT 43
Freehold Hotel Business Opportunity

Guide Price: £450,000 to £480,000

Avalon Hotel 48 Sherbourne Road, Acocks Green, Birmingham B27 6EA

Property Description:

An excellent business/investment opportunity to purchase an established hotel premises with twelve letting rooms prominently fronting Sherbourne Road and occupying a substantial site which extends to an area of 0.25 acres. The property is situated virtually opposite Acocks Green Railway Station which provides direct access to Birmingham City Centre and Solihull and is also conveniently within a quarter of a mile distance from Acocks Green Shopping Centre and one mile distance from Coventry Road (A45) which provides direct vehicular access to Birmingham City Centre, Birmingham International Airport, The NEC and the M42 Motorway (junction 6) all being within six miles distance. The property comprises of imposing period built detached premises of two storey brick construction surmounted by a

pitched slate clad roof and is generally well decorated with a range of modern fitments and has mostly double/twin letting rooms all with en-suite facilities. The property further benefits from gas fired central heating, lift access and ample car parking located to the rear.

Planning:

The property may be suitable for a variety of alternate uses along with potential to redevelop part of the rear car parking area, all subject to appropriate planning consent and all parties are deemed to have satisfied themselves prior to bidding in respect of any proposals which they may have for the property.

Accommodation:

Ground Floor:
Reception Hall with Cellar Access, Cloak Room with wc and wash basin, Dining Room, Kitchen with a range

of stainless steel fitments, Lounge, Bar, Room One with En-suite Shower Room, Room Two with En-suite Shower Room, Room Three with En-suite Shower Room, Room Four with En-suite Shower Room

First Floor:

Stairs and Landing with lift access and store cupboards, Room Five with En-suite Bathroom, Room Six with En-suite Bathroom, Room Seven with En-suite Shower Room, Room Eight with En-suite Shower Room, Room Nine with En-suite Shower Room, Room Ten with En-suite Shower Room, Room Eleven with En-suite Shower Room, Room twelve with En-suite Bathroom

Outside:

Brick paved forecourt and right of way over driveway to a substantial gravelled car parking area and garden

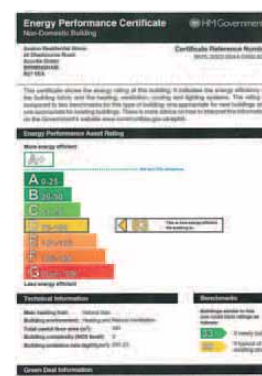
having partly paved patio, decked terrace and a predominantly lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 44

Freehold Ground Rent Investment Opportunity

Guide Price: £20,000 to £25,000

Freehold Ground Rents, 85, 87, 89 & 91 Treaford Lane, Ward End, Birmingham B8 2UE

Description:

A portfolio of four freehold ground rents secured upon a two storey block of maisonettes all subject to long leases. In addition the sale includes three separate lock up garages located to the rear which may have been informally used by the maisonette tenants. Each maisonette is subject to a lease term of 99 years from 25th March 1960 paying a ground rent of £12.50 per annum.

Total Ground Rent Income:

£50 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



LOT 45

Freehold Ground Rent Investment Opportunity

Guide Price: £40,000 to £45,000

Freehold Ground Rents, 41, 43, 45, 47, 49, 51, 53, 55 Brook End, Fazeley, Tamworth B78 3RS



Description:

A portfolio of eight freehold ground rents secured upon maisonettes located in two separate blocks and situated in Brook End which leads directly off Watling Street. Each maisonette is subject to a long lease as follows:

41, 47, 49 & 55 Brook End

Lease Term: 99 Years from 25th March 1961
Ground Rent: £12.50 per annum each

43 & 45 Brook End

Lease Term expiring 25th March 2150
Ground Rent: £80 per annum each

51 & 53 Brook End

Lease Term expiring 25th March 2085
Ground Rent: £60 per annum each

Total Ground Rent Income:

£330 per annum

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

LOT 46

Freehold Ground Rent Investment Opportunity

Guide Price: £30,000 to £35,000

Freehold Ground Rents, 14, 14A, 15, 16, 17, 18, 19, 20, 21 & 22 Goostry Close, Bolehall, Tamworth, B77 3LR



Description:

A portfolio of ten freehold ground rents secured upon maisonettes located in three separate two storey blocks, situated in a cul-de-sac known as Goostry Close and subject to varying long lease terms with each lessee paying a ground rent as detailed in the adjacent schedule:

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable

Property	Lease Terms	Ground Rent
14 Goostry Close	08/09/2010 to 25/03/2051	£80 per annum
14A Goostry Close	25/03/2062 to 25/03/2104	£80 per annum
15 Goostry Close	21/09/2010 to 24/03/2051	£80 per annum
16 Goostry Close	99 Years from 25th March 1962	£14 per annum
17 Goostry Close	29/09/2008 to 25/03/2117	£80 per annum
18 Goostry Close	99 Years from 25th March 1962	£14 per annum
19 Goostry Close	29/04/2009 to 24/03/2251	£80 per annum
20 Goostry Close	15/06/2010 to 24/03/2116	£80 per annum
21 Goostry Close	28/09/2007 to 24/03/2106	£80 per annum
22 Goostry Close	99 Years from 25th March 1962	£14 per annum
Total Ground Rent Income		£602 per annum

LOT 47

Freehold Lock Up Garages - Investment

Guide Price: £10,000 to £14,000

Nine Lock Up Garages Barlow Close, Tamworth, Staffordshire B77 3ES



Description:

A portfolio of nine lock up garages located in a block containing a total of ten garages and situated in a yard area accessed by way of a driveway which leads off Barlow Close adjacent to number 7. Seven of the garages are currently let on informal tenancies producing a total rental income of £1,258.80 per annum. Two garage are currently vacant.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

Cottons
CHARTERED SURVEYORS

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.

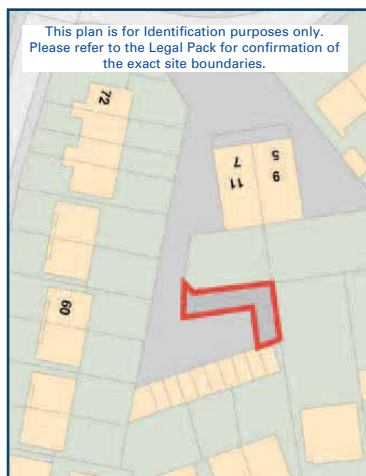
Thank you in advance for your co-operation.
If you need any help please contact the Auction Team **Tel 0121 247 2233**

LOT 48

Freehold Land

Guide Price: £5,000 to £8,000

Land at Barlow Close, Tamworth, Staffordshire B77 3ES



Description:

An L-shaped parcel of freehold land situated to the rear of a children's nursery and forming part of a lock up garage yard. The land is accessed by way of a driveway which leads off Barlow Close adjacent to number 7 and is subject to a licence agreement for the purpose of parking six cars by the adjoining Rainbow Day Nursery subject to a licence fee of £90 per calendar month (£1,080 per annum)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

LOT 49

Nine Freehold Lock Up Garages - Investment

Guide Price: £14,000 to £18,000

Garages located at Torc Avenue, Tamworth, Staffordshire B77 3EP



Description:

Nine freehold lock up garages forming part of a garage yard to the northern section of Torc Avenue accessed by way of a driveway adjacent to number 110 Torc Avenue and comprising of a block of five garages and two pairs of garages totalling nine separate units. Torc Avenue leads off Barlow Close which in turn leads off Argyle Street and the garages are located in a predominantly residential area. Eight of the garages are currently let on an informal basis producing a rental income of £1,832.40 per annum and one garage is currently vacant.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only

LOT 50

Freehold Land and Garages

Guide Price: £14,000 to £18,000

Garages and Land to the rear of 1 - 31 Mount Pleasant, Tamworth B77 1HL

Description:

A parcel of freehold land roughly rectangular in shape accessed by way of a driveway adjacent to 1 Mount Pleasant and comprising of eight lock up garages, a strip of storage land providing potential for the erection of further garages and a driveway and a yard area which is subject to third party rights of way over. The land is situated in a predominantly residential area and Mount Pleasant leads off New Street approximately one mile distance to the south of Tamworth Town Centre.

informally occupied providing scope to formalise any occupation at market rental. We have not been provided with any records or information relating to occupation of the property and all interested parties must make their own enquiries prior to bidding.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



Rental Income Potential: The site is currently unmanaged and it is believed that the land and garages may be

LOT 51

Freehold Vacant Possession
 Guide Price: £45,000 - £50,000

16 Burton Road, Dudley, West Midlands DY1 3TB

Property Description:

A mid-terraced property of brick construction surmounted by a tiled clad roof directly fronting the pavement. The property is in need of modernisation and improvement throughout. Burton Road runs between Kent Road (A459) and Highland Road (B4558)

Accommodation:

Ground Floor:

Entrance, Front Reception Room, Rear Reception Room, Kitchen

First Floor:

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

Outside:

(Rear) Garden and lean-to

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 52

Freehold Vacant Possession
 Guide Price: £125,000 - £135,000

3 Eltonia Croft, Sheldon, Birmingham B26 2UU



Property Description:

A detached property of brick construction surmounted by a tiled clad roof set back from the road behind a lawned garden and two paved driveways allowing for off road parking. The property benefits from having gas fired central heating and majority UPVC double glazing. Eltonia

Croft can be found off Benedon Road which in turn is located off Elmay Road

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Through Lounge, Kitchen and Conservatory

First Floor:

Three Bedrooms and Bathroom having jacuzzi bath with shower over, wash basin and WC

Outside:

(Front) Lawned garden and two paved driveways and side garage allowing for off road parking

(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 53

Freehold Land
Guide Price: £12,000 - £15,000

Land between 27 and 29 Park Road, Tividale, Oldbury, West Midlands B69 1LP

Property Description:

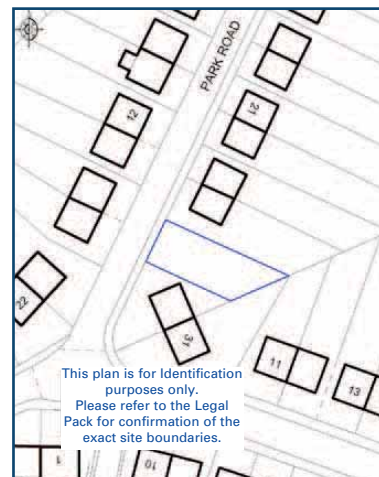
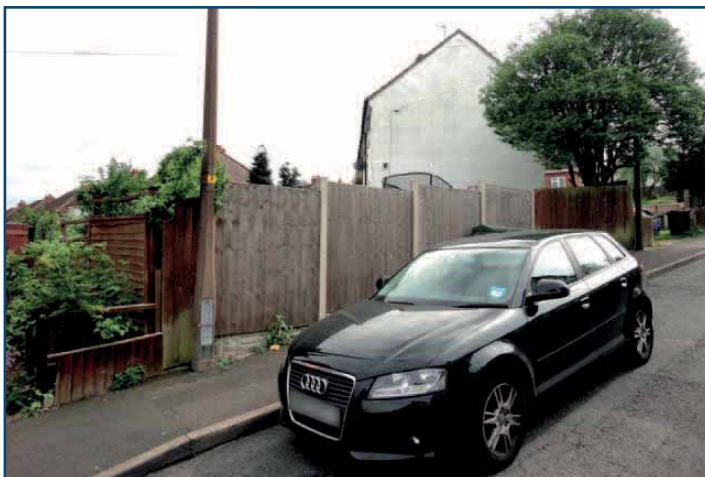
A parcel of freehold land located off Park Road which is set between numbers 27 and 29. The site itself extends to approximately 174 sq metres (0.04 acres). Park Road is set in an established residential area and is located off City Road which in turn is found off the New Birmingham Road (A4123) which provides direct access to both Wolverhampton and Birmingham City Centres.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 54

Freehold Building Plot
Guide Price: £25,000 to £30,000

Land Adjacent to 2 Evers Street, Brierley Hill, West Midlands DY5 2AR



Property Description:

A parcel of freehold land roughly rectangular in shape extending to an area of approximately 200sq.mtrs. The land benefits from having planning consent for the erection of one detached bungalow. Evers Street is located off New Street which leads off High Street (A4100).

Planning:

The site benefits from Planning Consent granted by Dudley Metropolitan Borough Council (Ref: P11/1203 dated 15th November 2011) for the erection of one dwelling. The plans approved with the application detailed a bungalow with the following proposed accommodation:

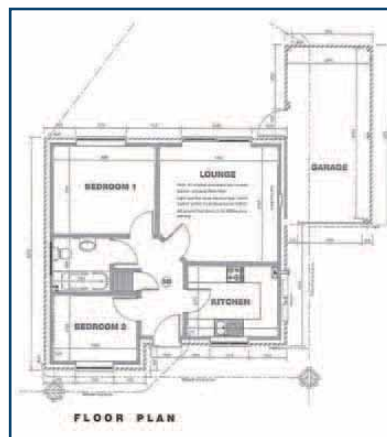
This plan is for identification purposes only. Please refer to the Legal Pack for confirmation of the exact site boundaries.



Proposed Accommodation:

Ground Floor: Reception Hall, Kitchen, Lounge, Two Bedrooms, Bathroom.
Outside: Driveway, garage and rear garden.

A copy of the plans are available for inspection from either the Auctioneers or by visiting Dudley MBC website.



Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

PROXY & TELEPHONE BIDDING

We can arrange to set up Telephone or Proxy Bids if you are unable to attend the Auction.

Please contact the Auction Team on 0121 247 2233

For further details and Terms & Conditions

LOT 55
Freehold Vacant Possession
 Guide Price: £130,000 to £140,000

34 Fentham Road, Aston, Birmingham B6 6BB

Property Description:

A traditional built three storey mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from UPVC double glazed windows, gas fired central heating, three reception rooms and four bedrooms but requiring some modernisation and improvement. The property is set back from the road behind a walled foregarden and forms part of an established residential area. Fentham Road leads directly off Trinity Road which in turn leads off Birchfield Road (A34).

Accommodation:
Ground Floor:

Entrance Hall, Reception Hall with cellar access, Front Reception Room, Rear Reception Room, Dining Room, Kitchen, Rear Entrance Hall, Bathroom with panelled bath, pedestal wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms, Cloak Room with wc and wash basin

Second Floor:

Stairs and Landing, Bedroom Four

Outside:

(Front) Walled foregarden
 (Rear) Long rear garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233


LOT 56
Freehold Vacant Possession
 Guide Price: £36,000 - £42,000

Elim Pentacostal Church, Bearmore Road, Cradley Heath, West Midlands B64 6DU
Property Description:

A single storey church building of brick construction surmounted by a tiled roof set back from the road behind a tarmac covered forecourt. The property may be suitable for a variety of uses however all interested parties should satisfy any proposals they may have with Sandwell Metropolitan Borough Council prior to bidding. Bearmore Road can be located off both Sutherland Road and Clyde Street

Accommodation:

Church Hall, Kitchen, Bathroom, Rear Room

Outside:

(Front) Tarmac covered forecourt
 (Rear) Garden area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons
 0121 247 2233



LOT 57

Freehold Vacant Residential

Guide Price: £58,000 - £65,000

162 Blackbrook Road, Holly Hall, Dudley, DY2 0QP

Property Description:

Semi-detached property of rendered brickwork construction with pitched tiled roof. The property is situated near Blackbrook Bridge, a bridge over the Dudley canal. The property is approached via the Dudley Southern Bypass (A461). Access to the property is off Blackbrook Road, which in turn is found via Pear Tree Lane.

Accommodation:

Ground Floor:

Entrance hallway into kitchen
Large reception room
Utility room
Bathroom, including panel bath, wash basin and separate WC

First Floor:

Landing
Three bedrooms

Outside:

The property has front and side lawn gardens and shed.

Access is via a shared pathway with neighbouring house 163 Blackbrook Road

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 58

Freehold Land

Guide Price: £14,000 - £18,000

Cherryhill Coppice, Cherry Hill Road, Barnt Green, Birmingham

Description:

A parcel of freehold wooded land extending to approximately 2.86 acres fronting Cherry Hill Road and located in the village of Barnt Green. Cherry Hill Road is located off Twatling Road and Kendal End Road.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 59
Leasehold Residential Investment

Guide Price: £23,000 - £27,000

Flat 1, 78 Persehouse Street, Chuckery, Walsall WS1 2AR
Property Description:

A one bedroom self-contained studio/bedsit forming part of a traditional style semi-detached house of brick construction surmounted by a replacement tile clad roof. The property benefits from having UPVC double glazing and electric heater. 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 Agreement producing £325 per month (£3,900 per annum).

Lease Details:

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


Accommodation:
Ground Floor:

Communal Entrance and Hallway, Studio/Bed sitting Room with small Kitchenette, Shower Room with shower cubicle, pedestal wash basin and WC

LOT 60
**Freehold Vacant Possession
 By Instruction of the Joint LPA Receivers**

Guide Price: £85,000 to £95,000

78 Glenmore Drive, Longford, Coventry CV6 6LZ

Property Description:

A modern semi detached house of cavity brick construction surmounted by a pitched interlocking tile clad roof, benefiting from UPVC double glazed windows/external doors, electric heating, three bedrooms and off road parking but requiring some cosmetic improvement. The property forms part of a modern residential estate and Glenmore Drive runs off Woodshires Road/Sydnall Road which in turn leads

off Longford Road (B4113). The property lies within approximately three miles distance to the north of Coventry City Centre and approximately one mile distance from the M6 Motorway (junction 3)

Accommodation:
Ground Floor:

Entrance Hall, Lounge opening to Dining Room, Kitchen

First Floor:

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

Outside:

(Front) Lawned foregarden and driveway for two cars

(Rear) Paved patio and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 61

Leasehold Investment
Guide Price: £62,000 to £68,000

Flat 19 Waterside, Wheelleys Lane, Edgbaston, Birmingham B15 2DW



Property Description:

A well laid out one bedroom flat situated on the first floor of a modern purpose built development which directly fronts Wheelleys Lane between the junctions of Bath Row and Middleway.

The property is offered for sale in a presentable condition benefiting from electric heating and residents car parking area and is situated within the inner Ring Road conveniently within approximately three quarters of a mile distance from the main shopping area which includes the Bullring.

The property is currently let on an Assured Shorthold Tenancy at a rental of £450 per calendar month (£5,400 per annum)

Accommodation:

Ground Floor:

Communal Entrance with security door entry system

First Floor:

Stairs and Landing, Reception Hall, Lounge, Kitchen with a range of modern fitted units including built-in oven and hob, Double Bedroom, Bathroom with panelled bath having

electric shower over, pedestal wash basin and wc

Outside:

Communal gardens/drying area and residents car parking area (subject to residents permit)

Leasehold Information:

Lease Term: The property will be sold with a new 99 year Lease from completion. Please see Legal Pack for full details.

Ground Rent & Service Charge:
Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £395 + 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 £150 + 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 Bank/Building Society draft 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

(all cheques are subject to a valid form of identification eg. passport or photo driving licence and 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

LOT 62
Freehold Vacant Possession
 Guide Price: £75,000 - £79,000

15 Castle Road, Tipton, West Midlands DY4 8EA
Property Description:

A detached bungalow of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden with double entrance providing off road parking and access to garage. The property benefits from having UPVC double glazing and gas fired central heating. Castle Road is located off both Dudley Road (A4037) and Birmingham New Road (A4123)

Accommodation:
Ground Floor:

Entrance Porch, Entrance Hallway, Lounge, Two Bedrooms, Kitchen and Bathroom having panelled bath, wash basin and WC

Outside:

(Front) Walled foregarden and paved driveway allowing access to garage and further gated access allowing for additional off road parking

(Rear) Lawned Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233


LOT 63
Leasehold Commercial Vacant Possession
 Guide Price: £5,000 - £10,000 Plus VAT

Unit 1, Premier Partnership Industrial Estate, Leys Road, Brierley Hill, DY5 3UP

Property Description:

The property is located on a well-established industrial estate, less than one mile from Brierley Hill town centre. The estate is situated off Leys

Road (B4180) with good access to the surrounding Black Country towns.

The national motorway network is accessible at Junction 2 of the M5

motorway, located approximately six miles to the east.

The subject premises comprise a single-storey workshop of brickwork construction, with a pitched roof incorporating roof lights. The unit has vehicular access via a roller shutter door to the front, as well as separate pedestrian side access. The accommodation is arranged to provide a workshop or warehouse with a separate office. The premises are occupied and used for vehicle repairs.

Accommodation:

Workshop:

623 sq ft (57.8 sq metres)

Office:

130 sq ft (12.0 sq metres)

Total Gross Internal Area:

753 sq ft (69.8 sq metres)

Tenure:

We are informed the premises are available by way of an under-lease, expiring 31 January 2003, at a ground rent of one peppercorn, and subject to service charge provisions. Please refer to the legal pack for full details of the title.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 64

Freehold Residential with Vacant Possession

Guide Price: £75,000 - £80,000

430 Portland Road, Edgbaston, Birmingham B17 8LT



Property Description:

Mid-terraced property of brickwork construction, surmounted by a pitched tiled roof, set back from the road behind a walled foregarden. The property benefits from majority double glazing and gas fired central heating.

Portland Road is located off City Road (A4040) close to the junction with Selsey Road.

Accommodation:

Ground Floor:

Two reception rooms
Kitchen
Bathroom, having panelled bath, wash basin and WC.

First Floor:

Three bedrooms and WC with wash basin.

Outside:

Front: Walled foregarden

Rear: Brick outbuilding and yard with wooden gate providing access to rear walkway..

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233

LOT 65

Freehold Investment

Guide Price: £50,000 to £55,000

42 Webster Road, Walsall, West Midlands WS2 7AW



Property Description:

A semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows and gas fired central heating. The property is set back behind a paved forecourt and Webster Road forms part of an established residential area and leads directly off Bloxwich Road (B4210) approximately three quarters of a mile distance to the north of Walsall Town Centre. The property is currently let on an Assured Shorthold Tenancy at a rental of £500 per calendar month (£6,000 per annum).

Accommodation:

Ground Floor:

Entrance Hall, Lounge, Kitchen, Extended Garden Room

First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath having

electric shower over, pedestal wash basin and wc

Outside:

Paved forecourt with gated access, pedestrian side access to rear and large paved and gravelled garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 66

Freehold Vacant House and Building Plot
Guide Price: £142,000 - £152,000

6 Sutton Square, Minworth, Sutton Coldfield, West Midlands B76 9DN



Property Description:

A semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a driveway and lawned gardens, the property is situated in a cul-de-sac and occupies a large plot which benefits from having planning permission for a detached four bedroomed house. The property is in need of modernisation and refurbishment throughout. Sutton Square can be found off Kingsbury Road (A4097).

Accommodation:

Ground Floor:

Reception Hallway, Lounge, Kitchen (no fitments), Inner Lobby (with door to rear garden), Bathroom having WC (no further fitments)

First Floor:

Landing, Three Bedrooms

Outside:

Gardens and driveway providing off road parking

Planning:

Planning consent has been granted by Birmingham City Council Ref: 2012/05102/PA, Appeal Ref: APP/P4605/A/12/2186980 for the erection of a four bedroom detached dwelling house adjacent to 6 Sutton Square.

Proposed Accommodation:

Ground Floor:

Reception Hallway, Lounge, Dining Room, Kitchen, Utility, Kitchen/Diner

First Floor:

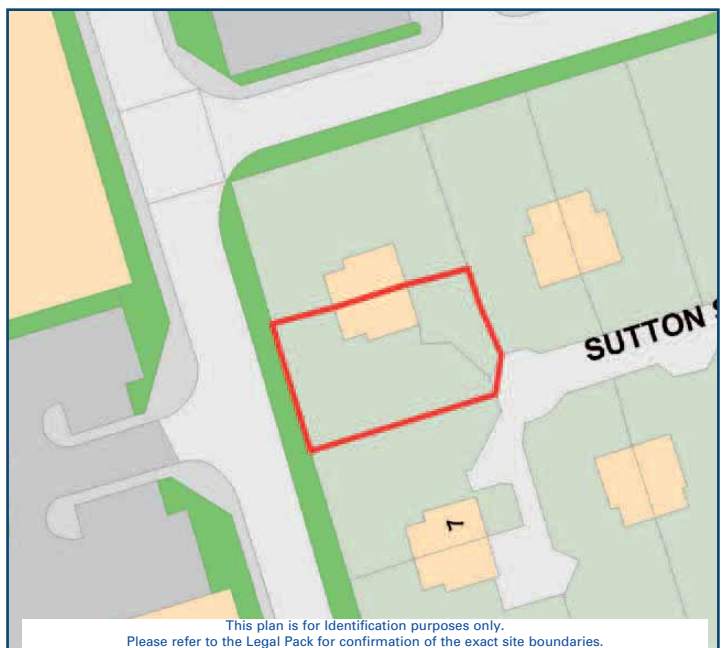
Landing, Four Bedrooms (Master bedroom having En-suite), Family Bathroom

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



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

LOT 67

Freehold Vacant Possession
Guide Price: £75,000 to £85,000

4 Sycamore Road, Smethwick, West Midlands B66 4NL



Property Description:

A traditional mid terraced house of two storey brick construction having rendered front elevation and surmounted by a pitched replacement tile clad roof. The property is situated close to the junction with Dorset Road and benefits from gas fired central heating, UPVC double glazed windows/external doors and a garage located to the rear. Sycamore Road leads off Waterloo Road (A4040) and the property forms part of a popular residential area located within approximately half a mile distance from Bearwood Road Shopping Centre.

Accommodation:

Ground Floor:

Reception Hall with cellar access, Front Reception Room, Rear Reception Room, Kitchen

First Floor:

Stairs and Landing, Two Double Bedrooms, Bathroom with panelled bath, pedestal wash basin and wc

Outside:

(Front) Walled foregarden

(Rear) Yard and garden with garage having rear vehicular access by way of a shared driveway

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 68

Leasehold Vacant Possession
Guide Price: £50,000 to £58,000

12 Petersfield Court, Stratford Road, Hall Green, Birmingham B28 9BL



Property Description:

A well laid out two bedroom flat situated on the first floor of a purpose built development, set back from Stratford Road behind communal lawned gardens. The property benefits from gas fired central heating, UPVC double glazed windows and a lock up garage located in an adjacent block. The property is located at the junction with Staplehurst Road and forms part of a popular residential area located approximately four miles distance to

the south east of Birmingham City Centre.

Accommodation:

Ground Floor:

Communal Entrance Hall, Stairs and Landing

First Floor:

Reception Hall, Lounge, Kitchen, Two Double Bedrooms, Bathroom with panelled bath, pedestal wash basin and wc

Outside:

Surrounding communal gardens, communal car parking area located to the rear and a lock up garage located in an adjacent block.

Leasehold Information:

Term: 99 years from 29th September 1970

Ground Rent: £125 per annum

Service Charge: Refer to Legal Pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



LOT 69

Freehold Vacant Possession
Guide Price: £80,000 - £85,000

29 Osborn Road, Sparkhill, Birmingham B11 1PS

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 gas fired central heating however does require modernisation and improvement. The property is located on Osborn Road close to the junction with Abbotsford Road.

Accommodation:

Ground Floor:

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

First Floor:

Three Bedrooms

Outside:

(Front) Walled foregarden

(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 70

Freehold Vacant Possession
Guide Price: £54,000 - £58,000

56 Parkes Street, Smethwick, West Midlands B67 6AZ

Property Description:

A mid-terraced property of brick construction surmounted by a tiled roof set back behind a walled foregarden. The property benefits from having part UPVC double glazing and gas fired central heating. Parkes Street can be located off both Edward Road and Westfield Road.

Accommodation:

Ground Floor:

Lounge, Dining Room, Kitchen, Bathroom having panelled bath, wash basin, Separate WC

First Floor:

Bedroom 1, Bedroom 2 (intercommunicating with) Bedroom 3.

Outside:

(Front) Walled foregarden

(Rear) Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 71

Freehold Vacant Possession

Guide Price: £126,000 - £132,000

38 Forest Close, Sutton Coldfield, West Midlands B74 2JZ



Property Description:

A semi-detached property of part rendered brick construction surmounted by a tiled roof set back from the road behind a lawned foregarden and shared driveway allowing for access to garage. The property benefits from having UPVC glazing and gas fired central heating however does require some modernisation and improvement. Forest Close is located off Hundred Acre Road, which in turn can be found off Bridle Lane

Accommodation:

Ground Floor:

Entrance Porch, Entrance Hallway, Through Lounge, Kitchen, Conservatory

First Floor:

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

Outside:

(Front) Lawned foregarden and shared paved driveway

(Rear) Lawned garden and garage allowing for off road parking

Legal Documents:

Available at www.cottons.co.uk

Viewings:

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LOT 72

Freehold Vacant Possession

Guide Price: £80,000 to £87,000

13 West Street, Tamworth, Staffordshire B79 7JF

Property Description:

A traditional mid terraced house of two storey brick construction surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows/external doors and three bedrooms but requiring modernisation and cosmetic improvement throughout. The property occupies a popular town centre location situated to the eastern section of West Street which leads off Heath Street. A wide range of retail amenities located in the town centre are within walking distance and the property is also conveniently located for access to Tamworth Snow Dome, Ventura Retail Park and the M42 Motorway (junction 10)



(Rear) Brick paved yard, shared pedestrian right of way and paved garden

Accommodation:

Ground Floor:

Entrance Hall, Front Reception Room, Inner Hall, Rear Reception Room, Kitchen, Lobby, Shower Room (recently refurbished) with electric shower, pedestal wash basin and wc

First Floor:

Stairs and Landing, Three Bedrooms

Outside:

(Front) Walled foregarden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons 0121 247 2233



LOT 73
Freehold Vacant Possession
 Guide Price: £50,000 - PLUS

56 Johnson Road, Erdington, Birmingham B23 6PY
Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from three bedrooms and requiring modernisation and refurbishment throughout. The property forms part of an established residential area and Johnson Road leads directly off Station Road which provides access to a range of local retail amenities and Erdington Railway Station.

Accommodation:
Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen, Lobby, Bathroom with bath, wash basin and wc

First Floor:

Stairs and Landing, Bedroom One (double), Bedroom Two (double) intercommunicating with Bedroom Three (single)

Outside:

(Front) Foregarden

(Rear) Brick paved yard, shared pedestrian access and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons – 0121 247 2233



Harveys
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Preliminary Auction Notice

10th July 2014



By Instruction of the Administrators of Yardley Holland Limited

154 Stafford Street, Walsall WS2 8EA

Guide Price: £80,000 to £90,000

A prominent three storey detached premises with two ground floor retail shops having first and second floor storage occupying a sizeable plot with secure yard to rear. Scope for redevelopment subject to obtaining planning consent.

Net Internal Area: 280.59sq.ft (3,020sq.ft)

Total Site Area: 0.15 acres (588sq.mtrs)



Victoria Mansions, 32/35 Hall Street, Birmingham B18 6BS

An attractive part occupied mixed-use investment, currently producing £38,430 per annum with potential to increase the rental to in excess of £100,000 per annum. The property occupies a prominent location on Hall Street, located opposite its junction with Branston Street and nearby the adjoining Warstone Lane, situated in Birmingham's popular and renowned Jewellery Quarter. The property is Grade II Listed and currently enjoys empty rates exemption for void areas.

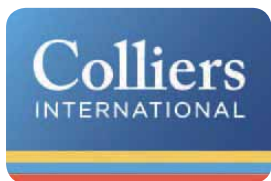
Arranged across a combination of two and three storeys around a central paved courtyard, the property comprises a substantial Victorian building of brick construction under a pitched slate-tiled roof. It is currently configured as a combination of ground floor retail units with frontage to Hall Street, together with a number of office and residential conversions to the rear and above.

The property has potentially extensive asset management and redevelopment possibilities, including for increased residential use of the upper floors and rear areas around its central courtyard, subject to appropriate consents. Gross Internal Area: 2,136.77sq.mtrs (23,000sq.ft) approximately

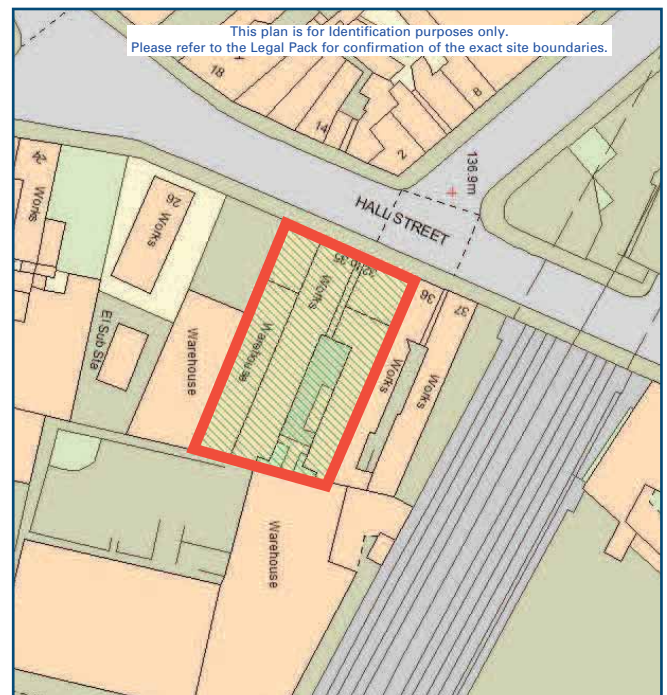
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JIB183.10.13

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 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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