

3rd JUNE 2015

Cottons

CHARTERED SURVEYORS

AUCTION

WEDNESDAY 3rd JUNE 2015

11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB

VILLA PARK

BIRMINGHAM

B6 6HE

0121 247 2233 auctions@cottons.co.uk

www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

Auctioneers Advice

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

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

IMPORTANT NOTICE

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

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

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

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

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

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

Credit card or Business card Payments

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

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

ID

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

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

Third Party Bidding

If bidding on behalf of a third party, the bidder must provide the name and address of that third party on whose behalf they are bidding, together

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

8. At the fall of the hammer the property is legally sold and the purchaser is liable for insuring the property 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.

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

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

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

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

13. The successful bidder will be required to pay an Administration Fee of £495 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £195 + VAT.

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

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

with required identification documents for both the successful bidder and for the third party, together with the third party's written authority under which the bid has been made.

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

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

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

Misrepresentation Act

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

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

Definition

Definition of Guide Prices

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

Definition of Reserve Price

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

A Collective Auction Sale of 54 LOTS

Comprising of a range of Residential and Commercial, Vacant and Investment properties, 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

1 9 GREENSOME CRESCENT, STAFFORD, ST16 1EX	Freehold Vacant Residential	47 188 ALCESTER ROAD, MOSELEY, BIRMINGHAM, B13 8HJ	Freehold Vacant Residential
2 74 HUNTON HILL, ERDINGTON, BIRMINGHAM, B23 7NE	Freehold Residential Investment	48 70 BLACKWELL STREET, KIDDERMINSTER, WORCESTERSHIRE, DY10 2EL	Freehold Vacant Commercial
3 45 TRAFALGAR COURT, TIVIDALE, OLDBURY, B69 2JD	Leasehold Vacant Residential	49 40 STEELHOUSE LANE, WOLVERHAMPTON, WV2 2AF	Freehold Vacant Land & Bldgs
4 14 WESTHOUSE COURT, WESTHOUSE GROVE, KINGS HEATH, B14 6PT	Leasehold Residential Investment	50 LAND REAR OF 2 CHURCH WALK, DAWLEY, TELFORD, TF4 3EX	Freehold Building Plot
5 35 OLD LANE, BLOXWICH, WALSALL, WEST MIDLANDS, WS3 2DD	Freehold Vacant Residential	51 22 STOURBRIDGE ROAD, KIDDERMINSTER, WORCS, DY10 2PN	Freehold Residential Investment
6 124 STEPHENSON AVENUE, WALSALL, WS2 7ET	Freehold Vacant Residential	52 468 HARBORNE PARK ROAD, HARBORNE, BIRMINGHAM, B17 ONG	Freehold Residential Investment
7 LAND ADJ 63 KIRKWOOD AVENUE, ERDINGTON, BIRMINGHAM, B23 5QQ	Freehold Land	53 1 OAK TREE LANE, SELLY OAK, BIRMINGHAM, B29 6HX	Freehold Vacant Retail
8 52 TURTON ROAD, TIPTON, WEST MIDLANDS, DY4 9LL	Freehold Residential Investment	54 6 BELGRAVE ROAD, SHELL CORNER, HALESOWEN, B62 9HA	Freehold Vacant Residential
9 45 MARSTON ROAD, SUTTON COLDFIELD, WEST MIDLANDS, B73 5HH	Freehold Vacant Residential		
10 14 LOVATT STREET, STAFFORD, ST16 3DB	Freehold Vacant Residential		
11 29 INGLEBY GARDENS, WOLVERHAMPTON, WEST MIDLANDS, WV6 0TH	Freehold Vacant Residential		
12 621 KINGSBURY ROAD, ERDINGTON, BIRMINGHAM, B24 9PH	Freehold Residential Investment		
13 5 PALMERSTON ROAD, SPARKBROOK, BIRMINGHAM, B11 1LH	Freehold Vacant Residential		
14 162 ABBEY ROAD, WARLEY, SMETHWICK, B67 5NW	Freehold Vacant Commercial		
15 SHAKESPEARE CHAMBERS, 3 HIGH STREET, ALCESTER, WARCS, B49 5AE	Freehold Investment Opportunity		
16 13 CAUSEWAY GREEN ROAD, OLDBURY, WEST MIDLANDS, B68 8LA	Freehold Devel Opportunity		
17 84 MYVOD ROAD, WEDNESBURY, WEST MIDLANDS, WS10 9QD	Freehold Residential Investment		
18 45 WESTERN ROAD, SUTTON COLDFIELD, WEST MIDLANDS, B73 5SP	Two Leasehold Flats		
19 128 AND 130 GRAVELLY HILL, ERDINGTON, BIRMINGHAM, B23 7PF	Freehold Hotel Premises		
20 136 HAGLEY ROAD, EDGBASTON, BIRMINGHAM, B16 9PN	Leasehold Office Block		
21 UNIT 2F, PEARSALL DRIVE, OLDBURY, WEST MIDLANDS, B69 2RA	Leasehold Vacant Commercial		
22 47 CASTLE STREET, WEST BROMWICH, WEST MIDLANDS, B70 0RG	Freehold Residential Investment		
23 15 HARBORNE ROAD, OLDBURY, WEST MIDLANDS, B68 9JA	Freehold Vacant Residential		
24 2 IVYHOUSE LANE, BILSTON, WEST MIDLANDS, WV14 9JH	Freehold Vacant Residential		
25 THE ADAM AND EVE PUBLIC HOUSE, 203 BRADFORD ST, DIGBETH, B12 0JD	Freehold Public House		
26 LODGE 23, SWAINSWOOD PARK, OVERSEAL, SWADLINCOTE, DE12 6JX	Leasehold Vacant Leisure Home		
27 41 LOAD STREET, BEWDLEY, WORCESTERSHIRE, DY12 2AS	Freehold Vacant Restaurant		
28 6 MOORLAND ROAD, BURSLEM, STOKE-ON-TRENT, ST6 1DW	Freehold Vacant Commercial		
29 PARCEL A (7.09 ACRES), LAND OFF BERRY HALL LANE, SOLIHULL, B91 2TB	Freehold Agricultural Land		
30 PARCEL B (4.18 ACRES), LAND OFF BERRY HALL LANE, SOLIHULL, B91 2TB	Freehold Agricultural Land		
31 PARCEL C (7.09 ACRES), LAND OFF BERRY HALL LANE, SOLIHULL, B91 2RY	Freehold Agricultural Land		
32 PARCEL D (17.88 ACRES), LAND OFF BERRY HALL LANE, SOLIHULL, B91 2TB	Freehold Agricultural Land		
33 PARCEL E (4.16 ACRES), LAND OFF BERRY HALL LANE, SOLIHULL, B91 2TB	Freehold Agricultural Land		
34 PARCEL F (5.73 ACRES), LAND OFF BERRY HALL LANE, SOLIHULL, B91 2TB	Freehold Agricultural Land		
35 21 HAMPTON COURT ROAD, HARBORNE, BIRMINGHAM, B17 9AE	Freehold Vacant Residential		
36 FGRS 36, 38, 53 AND 54 JEPHSON DRIVE, BIRMINGHAM, B26 2HW	Freehold Ground Rents		
37 LAND EAST SIDE OF GROVE STREET, WOLVERHAMPTON, WV10 0PY	Freehold Development Land		
38 96 MAAS ROAD, NORTHFIELD, BIRMINGHAM, B31 2PR	Freehold Residential Investment		
39 9 COURT OAK ROAD, HARBORNE, BIRMINGHAM, B17 9TH	Freehold Vacant Residential		
40 THE MOON & SIXPENCE, MAIN ROAD, TINTERN, CHEPSTOW, NP16 6SG	Freehold Vacant Public House		
41 RED LION COTTAGE, BELL SQUARE, WEObLEY, HEREFORD, HR4 8SE	Freehold Vacant Residential		
42 9 HARROWBY DRIVE, TIPTON, WEST MIDLANDS, DY4 8SZ	Leasehold Residential Investment		
43 42 CARNEGIE AVENUE, TIPTON, WEST MIDLANDS, DY4 8SX	Leasehold Vacant Residential		
44 48 COURTNEY, ST. CECILIA CLOSE, KIDDERMINSTER, DY10 1LN	Leasehold Vacant Residential		
45 8,9,9A STRINGES LANE, WILLENHALL, WEST MIDLANDS, WV13 1LB	Freehold Vacant Commercial		
46 123/125 WITTON LODGE ROAD, ERDINGTON, BIRMINGHAM, B23 5JD	Freehold Vacant Retail		

Auctioneers

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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: £65,000 - £75,000

9 Greensome Crescent, Doxey, Stafford, Staffordshire ST16 1EX

Property Description:

A semi detached bungalow of brick construction surmounted by a pitched interlocking tile clad roof, benefiting from two bedrooms and a garage but requiring complete modernisation and repair throughout.

The property is situated at the junction of Grassmere Hollow and is located a short distance off Doxey Road which provides direct access to Stafford Town Centre being within approximately one and a quarter mile distance to the east.

Accommodation:

Ground Floor

Reception Hall with built in cupboard, Lounge/Dining Room, Kitchen, Two Bedrooms, Bathroom with bath, wash basin and wc

Outside:

Front and Side: Garden with driveway providing access to a brick built garage
Rear: Overgrown garden with access off Grassmere Hollow



Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

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 £495 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £195 + Vat. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Auction deposits 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

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LOT 2
Freehold Residential Investment

*Guide Price: £80,000 - £87,000

74 Hunton Hill, Erdington, Birmingham, West Midlands B23 7NE
Property Description:

A semi detached house of brick construction surmounted by a hipped replacement tile clad roof, set back from the road behind a lawned foregarden and driveway, benefiting from gas fired central heating, UPVC double glazed windows and two bathrooms. Hunton Hill forms part of an established residential area and is situated directly between Slade Road and Gravelly Hill North (A5127), conveniently within less than a quarter of a mile distance from Gravelly Hill Railway Station and approximately three quarters of a mile distance from both Erdington Shopping Centre and the M6 Motorway (junction 6). The property is currently let on an Assured Shorthold Tenancy at a rental of £595 per calendar month (£7,140 per annum) and following our recent inspection, we confirm that tenants have been maintaining the property in a good presentable condition.

Accommodation:
Ground Floor

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

First Floor

Stairs and Landing, Three Bedrooms,

Bathroom with panelled bath, glazed shower enclosure, pedestal wash basin and wc

Outside:

Front: Lawned foregarden and driveway providing off road parking
 Rear: Yard, long lawned garden and pedestrian side access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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 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 3

Leasehold Vacant Possession

*Guide Price: £10,000 - £15,000

45 Trafalgar Court, Tividale, Oldbury, West Midlands B69 2JD

Property Description:

A purpose built first floor flat situated in a development located off Birmingham Road (A4123) and accessed by way of a service road. The property benefits from having electric heating and garage providing secure off road parking

Accommodation:

Ground Floor
Stairway to

First Floor

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

Lease Information

Term : 99 years from 25th March 1974
Rent £18 rising to £100
Service Charge Refer to legal pack

Outside:

Communal gardens and garage

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 4

Leasehold Residential Investment

*Guide Price: £55,000 - £60,000

14 Westhouse Court, Westhouse Grove, Kings Heath, Birmingham, West Midlands B14 6PT

Property Description:

A purpose built ground floor flat forming part of a three storey development set within well maintained communal gardens, prominently located at the junction of Westhouse Grove and Brandwood Road and approximately one mile distance to the south of Kings Heath High Street. The property benefits from double glazed windows and a garage located in an adjacent block and is currently let on an Assured Shorthold Tenancy at a rental of £550 per calendar month (£6,600 per annum)

Accommodation:

Ground Floor

Communal Entrance with store,

Lounge/Dining Room with balcony,
Kitchen, Two Double Bedrooms and Bathroom with wc

Outside:

Communal gardens and lock up garage (No. 1) located in an adjacent block

Leasehold Information

Term: 99 years from 25 March 1975
Ground Rent: Currently £45 per annum.
Service Charge: Refer to Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 247 2233



LOT 5

Freehold Vacant Possession

*Guide Price: £60,000 - £65,000

35 Old Lane, Bloxwich, Walsall, West Midlands WS3 2DD

Property Description:

A mid-terraced property of rendered brick construction set back from the road behind a walled foregarden. The property benefits from part UPVC double glazing however does require modernisation and improvement. Old Lane is located off Nursery Road which in turn can be found off Somerfield Road (A34)

Accommodation:

Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen, Inner Lobby and WC

First Floor

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

Outside:

Front Walled foregarden
Rear Paved garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 6
Freehold Vacant Possession

*Guide Price: £70,000 - £76,000

124 Stephenson Avenue, Walsall, West Midlands WS2 7ET
Property Description:

A mid terraced house of brick construction surmounted by a pitched interlocking concrete tile roof, set back from the road behind a foregarden and concrete driveway providing off road car parking. The property has recently been redecorated and improved throughout and provides well laid out accommodation, benefiting from UPVC double glazed windows, gas fired central heating, newly fitted kitchen units, modern bathroom suite and new floor coverings. Stephenson Avenue forms part of the established residential area known as Leamore and is situated directly between Bloxwich Lane and Green Lane (A34) conveniently within approximately one and a half miles distance from both Walsall Town Centre and the M6 Motorway (junction 10).

Accommodation:
Ground Floor

Entrance Hall, Lounge, Dining Room opening to Kitchen with a range of modern fitted units, Side Entrance Hall

First Floor

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

Outside:

Front: Foregarden and concrete driveway providing off road parking

Rear: Paved patio and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


LOT 7
Freehold Land

*Guide Price: £15,000 - £20,000

Land Adj to, 63 Kirkwood Avenue, Erdington, Birmingham, West Midlands B23 5QQ
Property Description:

A parcel of land rectangular in shape extending to an area of approximately 196sq.mtrs (2,109sq.ft) and currently comprising of open grass land.

The land is situated adjacent to 63 Kirkwood Avenue at the head of a cul-de-sac and forms part of a modern residential development which is located off Goosemoor Lane and which in turn leads directly off Gravelly Lane (B4142).

The land forms part of a predominantly residential area and is located approximately one mile distance to the north of Erdington High Street which provides access to a range of local amenities and services.

Planning

The land is situated between numbers 61 and 63 Kirkwood Avenue and may provide scope for future development subject to obtaining planning consent from the local planning department at Birmingham City Council. It is assumed that all interested parties have made their enquiries prior to bidding.

Note: Whilst the land is physically situated adjacent to No. 63 Kirkwood Avenue, the correct address contained in the contractual documentation refers to the land as adjoining 65 Kirkwood Avenue

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



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



LOT 8

Freehold Residential Investment (Four Bedrooms)

*Guide Price: £75,000 - £85,000

52 Turton Road, Tipton, West Midlands DY4 9LL

Property Description:

A four bedroom semi detached house of brick construction surmounted by a hipped tile clad roof, offered for sale in a presentable condition and benefiting from gas fired central heating, UPVC double glazed windows and off road car parking. Turton Road forms part of an established residential area and leads off Batmans Hill Road which leads off High Street. The property is currently let on an Assured Shorthold Tenancy at a rental of £595 per calendar month (£7,140 per annum). The current tenants have occupied the property since 2009 and following our recent inspection, we confirm that they have been maintaining the property to a good presentable standard.

Accommodation:

Ground Floor

Reception Hall, Front Reception Room, Bathroom with

modern suite having panelled bath with electric shower over, pedestal wash basin and wc, Kitchen with a range of panelled units.

First Floor

Stairs and Landing, Four Bedrooms, Cloak Room with pedestal wash basin and wc

Outside:

Front: Foregarden and driveway providing off road car parking

Rear: Paved patio, raised garden area and pedestrian side access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 9

Freehold Vacant Possession

*Guide Price: £148,000 - £154,000

45 Marston Road, Boldmere, Sutton Coldfield, West Midlands B73 5HH

Property Description:

A three bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating however does require some modernisation and improvement. Marston Road is located off Chester Road (A452) and is within walking distance to Chester Road Railway Station the property is also within approximately a quarter of a mile distance from the main shop and amenities located on the Sutton Road.

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Dining Room, Lounge, Breakfast Kitchen, Inner Lobby and WC

First Floor

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

Outside:

Front Walled foregarden

Rear Lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Cottons
CHARTERED SURVEYORS

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 10

Freehold Vacant Possession

*Guide Price: £60,000 - £70,000

14 Lovatt Street, Stafford, Staffordshire ST16 3DB

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, requiring modernisation and repair but benefiting from part UPVC double glazed windows along with rear vehicular access providing potential for off road car parking or erection of a garage. Lovatt Street is located via Marsh Street and Rowley Street off Grey Friars (A34) providing access to Stafford Town Centre being within approximately half a mile distance to the south.

Accommodation:
Ground Floor

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen

First Floor

Stairs and Landing, Two Bedrooms and Bathroom

Outside:

Long rear garden having gated access off rear access road providing potential for off road parking/erection of a garage (subject to obtaining any planning necessary consent)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



REAR ACCESS



LOT 11

Freehold Vacant Possession

*Guide Price: £54,000 - £59,000

29 Ingleby Gardens, Wolverhampton, West Midlands WV6 0TH

Property Description:

An end terraced property of brick construction surmounted by an interlocking tiled clad roof set back from the road behind a walled foregarden and block paved driveway allowing for off road parking. The property is situated on a large corner plot that may provide scope for redevelopment subject to obtaining the necessary planning consent from Wolverhampton City Council. The property benefits from majority UPVC double glazing. Ingleby Gardens is located off Wherside Drive which in turn is located off Farndale Avenue

Accommodation
Ground Floor

Entrance Hall, Lounge, Dining Room, Kitchen

First Floor

Landing, Three Bedrooms and Bathroom

Outside:

Front Walled foregarden, block paved driveway and lawned side garden

Rear Garden



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

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

Viewings – Via Cottons – 0121 247 2233

LOT 12

Freehold Residential Investment

*Guide Price: £85,000 - £90,000

621 Kingsbury Road, Erdington, Birmingham, West Midlands B24 9PH

Property Description:

A mid terraced house of brick construction surmounted by a pitched tile clad roof, set well back from the road behind a lawned foregarden and benefiting from UPVC double glazed windows and gas fired central heating. The property is situated at the junction of Kingsbury Road and Tyburn Road (A38) conveniently within approximately one mile distance from Erdington Shopping Centre and two miles distance from the M6 Motorway (junction 6).

The property is currently let on a Periodic Shorthold Tenancy at a rental of £575 per calendar month (£6,900 per annum). The current tenants have occupied the property since 2008 and have indicated their intention to stay at the property for the foreseeable future.

Accommodation:

Ground Floor

Reception Hall, Through Lounge/Dining Room, Extended Kitchen with a range of fitted units

First Floor

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

Outside:

Front: Lawned foregarden

Rear: Concrete yard and garden, free standing concrete garage with vehicular access from a shared rear driveway.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 13

Freehold Vacant Five Bedroom House

*Guide Price: £140,000 - £150,000

5 Palmerston Road, Sparkbrook, Birmingham, West Midlands B11 1LH

Property Description:

A substantial three storey traditional built mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from gas fired central heating, UPVC double glazed windows and five bedrooms. Palmerston Road forms part of an established residential area and leads directly off Stratford Road (A34) which provides access to a wide range of local shops and amenities

Accommodation:

Ground Floor

Reception Hall, Front Reception Room, Rear Reception Room, Dining Kitchen, Shower Room with wc and wash basin, Sun Room

First Floor

Stairs and Landing, Bedroom One (large double), Bedroom Two (double), Bedroom Three (single), Bathroom with panelled bath, pedestal wash basin and wc

Second Floor

Stairs and Landing, Bedroom Four (double), Bedroom Five (double)

Outside:

Front: Walled foregarden

Rear: Side yard area and rear garden

Legal Documents – Available at

www.cottons.co.uk

Viewings – Via Cottons – 0121 247 2233



LOT 14
Freehold Vacant Retail Premises with Redevelopment Potential

*Guide Price: £175,000 - £190,000

162 Abbey Road, Warley, Smethwick, West Midlands, B67 5NW

Property Description:

A two storey semi detached premises comprising of two interconnecting retail shops with ancillary office and commercial space to the first floor, occupying a corner position prominently situated at the junction with Abbey Road and Pottery Road. The property forms part of a neighbourhood shopping centre located immediately to the west of Warley Woods and forming part of a popular predominantly residential area. The property is of rendered brick construction surmounted by a partly pitched tile clad roof and partly flat roof, benefiting from part UPVC double glazed windows.

Planning

Planning consent was granted by Sandwell Council on 24th April 2015 (Ref: DC/15/58014 for conversion of the existing building to create 2 No. A1 Retail Units with external alterations, bin storage and wcs at ground floor and 2 No. Flats at first floor with new pitched roof. A copy of the planning consent and associated documents are available for inspection at www.sandwell.gov.uk or from the Auctioneers' offices

Accommodation:
Ground Floor

Two Interconnecting Retail Shops each with Separate Entrance: 127.7sq.mtrs (1,375sq.ft), two Separate Flights of Stairs to first floor:

First Floor

Mezzanine Offices and wc: 19.29sq.mtrs (207sq.ft),
 Retail Space/Storage: 128.51sq.mtrs (1,383sq.ft)

Total (Approx): 275.57sq.mtrs (2,966sq.ft)

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



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



LOT 15

Shakespeare Chambers, 3 High Street, Alcester, Warwickshire B49 5AE



Property Description:

An attractive freehold commercial/residential investment opportunity comprising of an end of terrace three storey Grade II Listed period building originally constructed circa 16th Century and forming part of the popular High Street Conservation area. The property currently comprises of a ground floor café/restaurant premises, two self contained apartments and a suite of offices and in addition a lock up garage and approximately six car parking spaces are located to the rear. Alcester High Street contains a wide range of retail services and amenities and attracts a large volume of pedestrian foot flow derived from the local catchment area and tourists. Alcester is conveniently located for access to Stratford-on-Avon being within nine miles, Redditch being within seven miles, Evesham being within ten miles and both Warwick and Leamington Spa within fifteen miles. Birmingham City Centre is located approximately twenty miles to the north and the town is situated adjacent to the A435 which provides access to the M42 motorway (junction 3).

Accommodation:

Ground Floor

Unit 3A: Café/Restaurant Premises:

63.16sq.mtrs (680sq.ft)

Comprising Restaurant Area, Ladies and Gents Toilets, Staff/Store Room, Kitchen and Wash Room

Unit 3B: Duplex Apartment: 81sq.mtrs

(872sq.ft)

Ground Floor Entrance, Stairs and Landing to First Floor,

First Floor

Living Kitchen with a range of modern contemporary fitted units, Shower Room with glazed shower and wash basin, Separate WC with wash basin, Utility Room, Lounge, stairs to Bedroom One with Dressing Area, stairs to Bedroom Two.

Unit 3C: Office Suite: 149.03sq.mtrs

(1,604sq.ft)

Ground Floor

Reception Area with Disabled Toilet having wash basin and Store Cupboard

First Floor

Stairs and Landing with Kitchenette, Toilet with wash basin and wc, Two Large Offices, Meeting/Board Room

Second Floor

Stairs to Open Plan Offices laid out in four sections.

Unit 3D: Ground Floor Apartment:

39.66sq.mtrs (427sq.ft)

Lounge/Dining Room/Kitchen with a range of modern fitted units, Shower Room with glazed shower enclosure, wc and wash basin, Bedroom One (double), Bedroom Two/Study (single) (no external window)

Outside:

Rear: Service yard providing additional parking, brick built garage and parking for approximately five cars. The rear of the property is approached from Bulls Head Yard which leads off Moorfield Road

Tenancy Information

Unit 3A: Let on a lease expiring on 4th November 2019 at an annual rent of £15,000 per annum subject to 3 yearly rent reviews

Unit 3B: Let on an Assured Shorthold Tenancy at a rent of £700 per calendar month (£8,400 per annum)

Unit 3C: Let by way of two leases as follows:

Ground and First Floor: Let on a lease for a term of 3 years from 21 June 2013 at a rental of £8,400 per annum

Second Floor: Let on a lease for a term of 3 years from 21 June 2013 at a rental of £4,200 per annum

Unit 3D: Let on an Assured Shorthold Tenancy at a rental of £595 per calendar month (£7,140 per annum)

Total Rental Income: £43,140 per annum

Note: All non residential leases have an internal repairing obligation and the tenants contribute a fair proportion of landlord's costs in maintaining the structure, exterior and part reimbursement of the insurance premium.

Viewings:

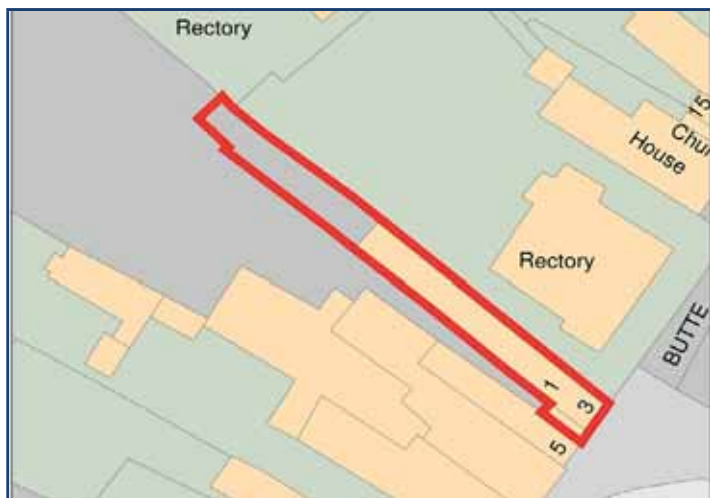
Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk

BK Bruton Knowles

Valuable Freehold Investment Opportunity
*Guide Price: **£430,000 - £460,000**



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

LOT 16

Freehold Detached Dwelling with Building Plot

*Guide Price: £92,000 - £96,000

13 Causeway Green Road, Oldbury, West Midlands B68 8LA

Property Description:

A detached property of brick construction surmounted by a tiled roof set back from the road behind a small foregarden and paved side garden allowing for off road parking. The property benefits from having UPVC double glazing and gas fired central heating. The property is situated on a large plot which has Planning Permission granted by Sandwell Metropolitan Borough Council for the part demolition of the existing dwelling and the erection of a further detached three bedroomed house. The property is located on Causeway Green Road (B4169) close the junction with Hadley Street

Accommodation:

Ground Floor

Entrance Hallway, Through Lounge, Kitchen, Conservatory and Bathroom having panelled bath, wash basin and WC

First Floor

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

Planning

Planning Consent was granted by Sandwell Metropolitan Borough Council (Ref DC/14/57681) and dated 13th January 2015 for the part demolition of existing dwelling and the erection of a further detached three bedroomed house.

Proposed Accommodation

Ground Floor

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

First Floor

Three Bedrooms one with en-suite shower room and Bathroom having panelled bath, wash basin and WC

Outside:

Front

Allocated parking area and front garden

Rear

Lawned garden

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

Viewings: Via Cottons 0121 247 2233



LOT 17

Freehold Residential Investment

*Guide Price: £70,000 - £77,000

84 Myvold Road, Wednesbury, West Midlands WS10 9QD

Property Description:

A semi detached house of rendered brick construction surmounted by a hipped slate clad roof, set back from the road behind a paved driveway and benefiting from UPVC double glazed windows/external doors and gas fired central heating. Myvold Road forms part of an established residential area and runs between Park Lane and Wood Green Road (A461) which provides direct access to the M6 Motorway (junction 9). The property is conveniently within approximately half a mile distance from Gallagher Retail Park which provides access to a wide range of retail and restaurant amenities. The property is currently let on an Assured Shorthold Tenancy at a rental of £525 per calendar month (£6,300 per annum)

Accommodation

Ground Floor

Entrance Hall, Lounge, Full Width Kitchen with a range of modern fitted units, Rear Entrance Hall, Shower Room with glazed shower enclosure, vanity wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

Front: Paved forecourt providing off road car parking
Rear: Partly lawned garden with pedestrian side access

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 18
Two Long Leasehold Flats
 *Guide Price: £225,000 - £240,000

45 Western Road, Sutton Coldfield, West Midlands, B73 5SP

Property Description:

Two Long Leasehold Flats that form a three storey end-terraced property of brick construction surmounted by a tiled roof set back from the road behind a foregarden allowing for off road parking. The ground floor of the building contains a one bedroom flat and the first and second floors contain a two bedroom flat. Each flat provides well laid out accommodation benefiting from being separately metered and having UPVC double glazing and gas fired central heating. The property forms part of a residential area and Western Road is located off both Highbridge Road and Station Road. The property is also within approximately a quarter of a miles distance from Wylde Green Train Station

Tenancy Information
Ground Floor Flat (45a) : Vacant

First Floor Flat (45b) : Currently let on an

Assured Shorthold Tenancy at a rental of £500 pcm (£6,000 per annum)

Accommodation
Ground Floor

Shared Entrance Hall

Ground Floor Flat

Lounge, Bedroom, Inner Hallway, Kitchen/Diner, Inner Lobby, Bathroom having panelled bath, wash basin and WC

First Floor Flat

Stairs and Landing, Lounge, Kitchen, Bedroom and Bathroom having panelled bath, wash basin and WC, Stair to

Second Floor

Bedroom Two

Outside:
Front Paved foregarden allowing for off road parking

Rear Lawned garden

Tenure:

Each flat is subject to a long Lease as follows:

45a
Term: 99 years from 25th December 1992

Ground rent : £50 rising to £400

45b
Term: 99 years from 25th December 1992

Ground rent : £50 rising to £400

Please Note: The Freehold is not included in the sale
Legal Documents:

 Available at www.cottons.co.uk
Viewings

Via Cottons - 0121 247 2233

LOT 19

By Instruction of the Joint LPA Receivers

128 & 130 Gravelly Hill, Erdington, Birmingham, West Midlands B23 7PF



Property Description:

A freehold hotel premises comprising a pair of substantial three storey semi detached houses which have been merged to provide the existing accommodation which contains 14 en-suite bedrooms along with ancillary lounge, kitchen and bathroom accommodation, occupying a large plot which extends to approximately 0.34 acres (0.137 hectares). The property is of brick construction surmounted by a pitched tile clad roof and is set back from Gravelly Hill behind a lawned foreground. Vehicular access to the property is located at the rear via a shared driveway which leads off Compton Road to a large car parking area. The property benefits from mostly UPVC double glazed windows and gas fired central heating but requires modernisation and cosmetic improvement. The property is conveniently located within half a mile of the M6 Motorway (junction 6), one mile from Erdington Shopping Centre and approximately two miles distance from Birmingham City Centre.

Planning

We understand the property has operated as a hotel premises trading as The Dayspring Hotel and also student accommodation. The property may be suitable for a variety of alternative uses and all interested parties should contact the local planning department prior to bidding to satisfy themselves of the current planning status.

Birmingham City Council website contains the following historical planning information:
Application Number: N/04268/03/FUL: Dated 13th

November 2003: Planning consent granted for change of use from hostel to seven self contained flats together with single storey extensions to the rear and external alterations.
Application Number: N/05418/05/FUL: Dated 10th November 2005: Planning consent granted for change of use from hostel to bed and breakfast accommodation.

Accommodation

Ground Floor

Porch, Reception Hall, Cloak Room with wc and wash basin, Office, Two Lounges, Conservatory/Dining Room, Two Kitchens, Preparation Room, Stores, Two Bedrooms each with En-suite Shower Room having wc and wash basin, Staff Shower Room with wc and wash basin

First Floor

Stairs and Landing, Six En-suite Bedrooms each with shower room, wc and wash basin

Second Floor

Stairs and Landing, Six En-suite Bedrooms each with shower room, wc and wash basin

Outside:

Front: Lawned foreground
Rear: Patio area, small garden, store, over flow bedroom with external access having en-suite shower room, wc and wash basin, large tarmacadamed car park with gated vehicular access off a shared rear driveway leading off Compton Road.

Viewings:

Via Cottons - 0121 247 2233

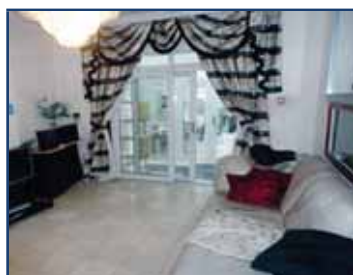
Legal Documents:

Available at www.cottons.co.uk



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

Freehold Hotel Premises having 14 En-Suite Bedrooms - Potential for Alternative Uses
*Guide Price: £300,000 - £330,000



LOT 20

136 Hagley Road, Edgbaston, Birmingham, B16 9PN



Property Description:

A modern detached purpose-built three-storey office building, occupying a secure landscaped site on the southern side of Hagley Road and benefitting from 28 car parking spaces.

The property is located on the prestigious and well-regarded Calthorpe Estate, bounded by Hagley Road (A456) to the north and Bristol Road (A38) to the south. Whilst most of the Estate is residential in nature, there are clusters of commercial and medical development, with most of the commercial properties being developed around Five Ways and the Hagley Road and Bristol Road corridors.

The property is located approximately 1.5 miles west of Birmingham City Centre in an established commercial area, not far from Five Ways, with good road, rail and public transport connections close by.

The property is situated in a mixed-use area where high profile commercial office premises sit adjacent restaurants, hotels, medical establishments, public houses, entertainment related uses and good quality residential properties.

The building is three-storey and provides open plan office accommodation at each level, with the flexibility to partition or divide suites to provide a series of individual offices, reception, meeting rooms or working areas. Indeed, parts of the building have already been adapted to suit individual occupiers requirements.

The accommodation provides a modern standard of amenity, with double glazing and the building has a gas fired central heating system.

The property has a site area of 0.46 acres (0.19 hectares).

Although a significant proportion of the property is offered with vacant possession, two individual office suites have been let so that the property provides useful rental income.

The property is likely to be of interest to owner-occupiers and private investors. The property would be ideally suited to a purchaser seeking to occupy the vacant office accommodation and derive a rental income from the let premises, perhaps with the future intention of occupying the entire building.

Accommodation

Lower Ground Floor

Office Suite (Front): 94.2 sq m (1,014 sq ft)

Office Suite (Rear): 91.8 sq m (988 sq ft)

Total Net Internal Area, Lower Ground Floor:

186 sq m (2,002 sq ft)

Ground Floor

Office Suite (Front): 89.8 sq m (967 sq ft)

Office Suite (Rear): 88 sq m (947 sq ft)

Total Net Internal Area, Ground Floor:

177.8 sq m (1,914 sq ft)

First Floor

Office Suite (Front): 92.7 sq m (998 sq ft)

Office Suite (Rear): 91.8 sq m (988 sq ft)

Total Net Internal Area, First Floor:

184.5 sq m (1,986 sq ft)

Plant Room: 7.1 sq m (76 sq ft)

Total Net Internal Area, Entire Building:

555.4 sq m (5,978 sq ft)

There are male and female toilet facilities within the building.

Outside:

28 Surface car parking spaces.

Title Information:

The property is held by way of a lease for a term of 99¼ years, with effect from 24th June 1972, at a current annual ground rent of £1,350 per annum, subject to periodic review.

For full details of the title, please refer to the head-lease contained within the Legal Pack.

Tenancies:

Two of the individual office suites are subject to separate occupational leases and we provide brief details as follows:

Upper Ground Floor (Front Suite)

A lease dated 16th January 2012 to The Credit Protectoin Association Plc. The lease is for a term of 5 years commencing 1st October 2011 at a rent of £10,000 per annum, exclusive.

First Floor (Rear Suite - Pt only)

A lease dated 9th February 2012 to Whitefriars Financial Services Ltd. The lease is for a term of 5 years commencing 1st October 2011 at a rent of £5,500 per annum, exclusive.

First Floor (two additional offices adjacent the rear suite)

An agreement dated 22nd August 2014 to Whitefriars Financial Services Ltd. The agreement begun 1st September 2014 and the rent payable is £145.83 per calendar month.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Leasehold Office Property - Total NIA: 555.4 sq m (5,978 sq ft) - Part-Income Producing
***Guide Price: £200,000 PLUS - Current Gross Rental Income £17,249.96 per annum**



Cottons
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on **TUESDAY 14th JULY 2015**

at Aston Villa Football Club, Aston Villa, Birmingham. Please complete the slip found on the back of the viewing schedule and hand it to us at the auction or post it to us at the address provided.

LOT 21

Leasehold (992 Years Unexpired) Vacant Commercial Premises

*Guide Price: £50,000 - £55,000 (+ VAT)

By Instruction of the Joint LPA Receivers

Unit 2F, Pearsall Drive, Oldbury, West Midlands B69 2RA

Property Description:

A single storey industrial/workshop unit of brick construction surmounted by a single pitched roof, located in a secure gated courtyard containing five similar units and surrounded by tarmacaded forecourt and yard areas which provide parking and loading amenity. The property is situated in a mixed industrial and residential area and Pearsall Drive leads off Brades Road and is located approximately one mile distance from both Oldbury Town Centre and the M5 Motorway (junction 2)

Accommodation:

Ground Floor

Industrial/Workshop Premises: 178.93sq.mtrs (1,926sq.ft) with roller shutter vehicular access door, Internal Office and Ladies and Gents Toilets.
Eaves height: Maximum 4.17mtrs (13ft/7inches) Minimum 2.9mtrs (9ft/6inches)

Outside:

Loading bay, parking area and surrounding yard.

Lease Information

Lease Term: 999 Years from 30 September 2008.

Ground Rent: £50 per annum

Viewings: Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 22

Freehold Residential Investment

*Guide Price: £70,000 - £78,000

47 Castle Street, West Bromwich, West Midlands B70 0RG

Property Description:

A semi detached house of brick construction surmounted by a hipped tile clad roof, offered for sale in a presentable condition, benefiting from UPVC double glazed windows, gas fired central heating and off road parking. The property occupies a corner position located at the junction of Castle Street and Tunnel Road which leads via New Street off Hill Top (A4196) and the property is conveniently within approximately one and a half miles distance to the north of West Bromwich Town Centre.

The property is currently let on an Assured Shorthold Tenancy at a rental of £525 per calendar month (£6,300 per annum). The current tenants have occupied the property since 2012 and following our recent inspection confirm that they have maintained the property in good presentable condition and have indicated that they wish to remain there for the foreseeable future.

Accommodation

Ground Floor

Porch, Entrance Hall, Through Lounge/Dining Room, Kitchen with a range of modern panelled units

First Floor

Stairs and Landing, Two Double Bedrooms, Bathroom with corner suite comprising

panelled bath having shower over, pedestal wash basin and wc

Outside:

Front: Foregarden

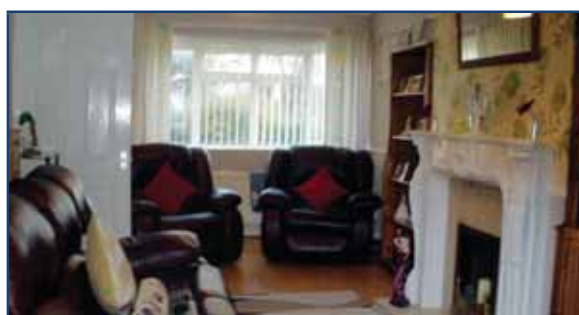
Rear: Yard, lawned garden and a raised patio and hard standing with double gated vehicular access providing off road parking.

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 22A
LATE ENTRY - Leasehold Investment (99 Years Unexpired)

*Guide Price: £65,000 - £70,000

Unit 11 - 12 Granby Business Park Granby Avenue, Birmingham, West Midlands, B33 0TJ

Property Description:

An end terrace building of steel truss construction extending to an area of 437.58m² (4,710ft²) and forming part of a linear development containing a range of similar commercial units. We understand the building has been modified to provide two storey accommodation, with the first floor being of part suspended and part solid construction.

Granby Business Park is an established industrial location situated to the east of Garretts Green. It is accessed via Granby Avenue, which runs south east from Garretts Green Lane. The building sits at the end of a terrace in a mixed commercial and residential area.

Garretts Green lies within approximately 6 miles east of Birmingham City Centre and can be accessed via the A45 and B4128, both of which provide direct access to the City Centre with the A45 also providing direct access to the M42 motorway (junction 6). Birmingham International Airport lies to the south east and nearby Marston Green and Lea Hall railway stations provide direct rail services to Birmingham New Street and London Euston.

Tenancy Information

The building is currently used as a gymnasium and martial arts centre trading as G & A's Fitness Centre. Let on a Lease for a term of 5 years from 7th June 2014 at a rental of £13,000 per annum.

Leasehold Information

Term: 125 Years (less one day) from 24 August 1989

Ground Rent: One Peppercorn

Accommodation

A modern commercial premises laid out over two floors comprising:

Gross Internal Area

Ground Floor: 218.79sq.mtrs (2,355sq.ft)

First Floor: 218.79sq.mtrs (2,355sq.ft)

Total: 437.58sq.mtrs (4,710sq.ft)

In all the site totals 283.29 sq.mtrs (0.07acres) approximately.

Outside:

Tarmacadam yard area used for parking, part of which is shared.

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 23

Freehold Vacant Possession

*Guide Price: £168,000 - £178,000

15 Harborne Road, Oldbury, West Midlands B68 9JA

Property Description:

A three storey three bedroomed end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having been refurbished throughout and includes UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings and is in a presentable condition throughout. The property further benefits from having off road parking and garage at the rear accessed via a service road. Harborne Road is located off both Lightwoods Hill and Hagley Road West (A456)

Accommodation:
Ground Floor

Entrance Hallway, Lounge, Kitchen/Breakfast Room, Stairs to **First Floor**

Having Large Feature Bathroom with free standing bath, wash basin, WC and shower cubicle, Bedroom One (Double)

Second Floor: Two Double Bedrooms.

Outside:

Front Walled foregarden

Rear Paved garden and garage providing off road parking accessed via a service road

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

Viewings – Via Cottons – 0121 247 2233



LOT 24

Freehold Vacant Possession

*Guide Price: £60,000 - £65,000

2 Ivyhouse Lane, Coseley, West Midlands WV14 9JH

Property Description:

A detached building of brick construction surmounted by a tiled roof directly fronting the pavement. The property comprises of a retail premises and store to the ground floor along with living accommodation to the first floor. The property benefits from having UPVC double glazed windows and gas fired central heating. Ivyhouse Lane is located off both Gough Road and Birmingham New Road (A4123)

Accommodation:
Ground Floor

Front Retail Area (25.3 sq.mtrs)

Rear Store/Office Area (15.39 sq.mtrs)
Lobby, WC and Rear Access, Stairs to

First Floor

Landing, Lounge/Kitchen, Two Bedrooms and Shower Room having Shower, wash basin and wc.

Outside:

Rear Yard

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 25

Freehold Vacant Public House with Investment Potential

*Guide Price: £160,000 - £180,000

By Instruction of the Joint LPA Receivers

The Adam & Eve Public House, 203 Bradford Street, Digbeth, Birmingham, B12 0JD



Property Description:

A substantial three storey premises of brick construction surmounted by a pitched tile clad roof, prominently situated at the junction of Bradford Street and Warner Street. The property comprises of a ground floor public house with residential accommodation over including seven en-suite rooms along with two separate flats, each having three bedrooms. The property is situated approximately three quarters of a mile to the south east of Birmingham City Centre towards the eastern section of Bradford Street which provides access on to Camp Hill (B4100) and forms part of an area which has both undergone and is continuing to undergo significant redevelopment.

Planning

We understand that the current use of the property as a public house is duly established and the property may provide scope for alternative use subject to planning consent.

Accommodation:

Ground Floor

Entrance Hall off Bradford Street, Bar: 82.15sq.mtrs (884sq.ft) with stage, bar area and Side Entrance, Secondary Bar: 30.27sq.mtrs (325sq.ft) having cellar access, Lobby, Ladies and Gents Toilets, Kitchen: 14.92sq.mtrs (160sq.ft)

First Floor

Main Stairs and Landing, Six Bedrooms with En-suite Shower Rooms, each having shower, wash basin and wc, Room Seven (no external window) with En-suite Shower Room having shower, wash basin and wc

Outside:

Small yard area with smoking shelter and separate access off Warner Street

Living Accommodation

Accessed by internal lobby from ground floor kitchen to:

First Floor

Stairs and Landing, Lounge, Large Bathroom with panelled bath, two wash basins and wc, Kitchen

Second Floor

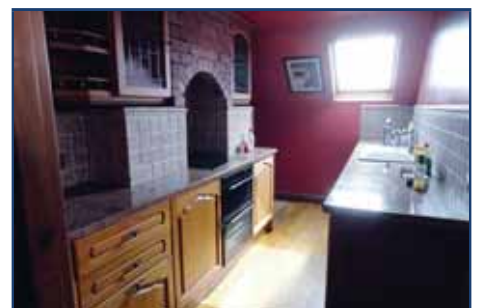
Stairs and Landing, Three Bedrooms.

Second Floor Self-Contained Flat

Private access off Warner Street, Stairs to second floor, Landing, Large Lounge with feature brick fireplace and exposed wooden beams, French Doors leading to decked terrace area, Kitchen with a range of wooden fitted units, Bedroom One, Cloak Room with wc and wash basin, Bedroom Two with En-suite Shower Room having wc and wash basin, Inner Hallway, Main Bathroom having modern suite comprising panelled bath, pedestal wash basin and wc, Stairs to Bedroom Three

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

Viewings: Via Cottons – 0121 247 2233



LOT 26
Leasehold Vacant Luxury Leisure Home

*Guide Price: £50,000 - PLUS

Lodge 23, Swainswood Park, Overseal, Swadlincote, Derbyshire, DE12 6JX

Property Description:

A two bedroomed luxury leisure home located in the exclusive development known as Swainswood Park that comprises of luxury lodges with Spa and Treatment Centre on site and situated in the heart of the National Forest in the village of Overseal, Derbyshire. This former demonstration Lodge comprises of double glazed windows, propane gas central heating, lounge, fitted kitchen comprising oven, hob and fitted units, master bedroom with en-suite shower room and timber decking with sunken hot-tub. Swainswood Park is located off the Village of Overseal along the A444 Commuter Link Road which offers easy and convenient access to Junction 11 of the M42 Motorway. The property is being sold as seen and will include all fixtures, fittings and furniture, additional photos can be viewed on our website www.cottons.co.uk.

Please note that the property is being sold as a leisure home and therefore any potential purchaser must be aware that this property can only be purchased as a second home (i.e. the successful purchaser must be a homeowner) although is available to occupy all year round, for further details please see Legal Pack.

Accommodation

Entrance Hallway, Open Plan Lounge, Kitchen and Dining Area, Bedroom 1 with en-suite shower room having shower cubicle, wash basin and WC, Bedroom 2 and Family Bathroom having WC, panelled bath and wash basin

Outside:

Decking Area, Sunken Hot-tub, Manicured gardens to rear and side with allocated parking space

Leasehold Information

Term : A new 50 year Lease/Licence will be created upon completion

Ground Rent / Site Fee : £3,000 per annum

A copy of the Licence Agreement will be available to view in the legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 27

41 Load Street, Bewdley, Worcestershire DY12 2AS



Property Description:

The property occupies a good trading location in Bewdley Town Centre, at the junction of Load Street, Dog Lane and High Street.

The property is located within the main retail area of the Town Centre, not far from multiple retail occupiers.

There would appear the prospect of the restaurant enjoying good trade, given the location adjacent of nearby The Horn and Trumpet and The White Swan Public Houses.

The property is of three-storey, middle terrace brickwork construction, with a pitched tiled roof.

There is a small yard at the rear of the restaurant and a detached outbuilding providing useful storage or ancillary accommodation.

The property provides quality restaurant accommodation for diners at ground and first floor levels and there is also a first floor kitchen. The second floor provides useful ancillary accommodation.

The building is Grade II Listed as of special architectural and historic importance.

The property is offered with vacant possession upon completion and is likely to be of interest to owner-occupiers and private investors.

Accommodation:

Ground Floor

Reception Area: 17.5 sq m (188 sq ft)

Restaurant: 24.6 sq m (264 sq ft) (with 18 covers)

Rear Lobby

Store: 0.5 sq m (5 sq ft)

Toilet, with modern white suite comprising WC and wash basin.

First Floor

Restaurant: 34.3 sq m (369 sq ft) (with 28 covers)

Kitchen: 18.6 sq m (200 sq ft)

Second Floor

Landing with cupboard

Toilet with WC and wash basin.

Shower room/toilet with shower cubicle, wash basin and WC.

Store/Office: 14.7 sq m (158 sq ft)

Store/Office: 10.8 sq m (116 sq ft)

Store/Office: 16.1 sq m (173 sq ft)

TOTAL NET INTERNAL AREA: 137.1 sq m (1,476 sq ft)

Outside:

Rear yard

Detached Outbuilding Ground Floor

Store: 21.0 sq m (226 sq ft)

First Floor:

Attic Storage

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Freehold Licensed Restaurant with Vacant Possession
*Guide Price: £150,000-£165,000



LOT 28
Freehold Vacant Commercial Property

*Guide Price: £60,000 - £65,000

6 Moorland Road, Stoke-on-Trent, Staffordshire ST6 1DW
Property Description:

A three storey mid terraced commercial premises located in a prominent position close to the centre of Burslem. The property contains a retail shop to the ground floor and the first and second floors could be converted to living accommodation which can be accessed separately via the rear of the property subject to obtaining the correct planning. The property itself is located on Moorland Road (B5051) close to the junction with Waterloo Road (A50) approximately 2.5 miles to the North of Stoke-On -Trent City Centre.

Accommodation:
Ground Floor

Main Retail Area measuring 41.0sq.m. (441sq.ft.), Rear Lobby and wc.

First Floor

Kitchenette, shower room with shower cubicle, wash basin and separate wc, Front Room measuring 17.2sq.m. (185sq.ft.)

Second Floor

Front Room measuring 21.6sq.m. (233sq.ft.), Rear Room measuring 19.6sq.m. (211sq.ft.)

Outside:

Rear: Small Yard and brick built store/building

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233


Lots 29 to 34
Six Parcels of Freehold Grazing Land located to the south side of Berry Hall Lane, Catherine-de-Barnes, Solihull B91 2RY
By Kind Instruction of Azemco Ltd

A disposal of six separate parcels of freehold grazing land with some woodland, situated on the eastern section of the Berry Hall Estate which has been within the seller's ownership since 1979. The total extent of the land being sold is in the region of 54.43 acres (22.02 hectares) and has been subdivided into parcels A to F, ranging from areas of 4.18 acres up to 17.88 acres.

The land is situated in an area between Ravenshaw Lane, Berry Hall Lane and Henwood Lane being located off Hampton Lane (B4102) which in turn leads off Solihull Bypass (A41) and provides direct access to the M42 (Junction 5) being within approximately one and a half miles distance. Solihull Town Centre is also located approximately one and a half miles distance to the west.

The parcels of land whilst currently occupied on informal licences will be sold with vacant possession on completion.

Viewings: External Only

Legal Documents:

Available at www.cottons.co.uk



LOT 29

Freehold Vacant Pasture Land (7.09 acres)

*Guide Price: £60,000 - £70,000

Parcel A, Land to South Side of Berry Hall Lane, (Accessed off Ravenshaw Lane), Catherine-de-Barnes, Solihull, West Midlands B91 2TB

Property Description:

A parcel of freehold land irregular in shape and situated on the eastern section of the Berry Hall Estate, prominently located at the junctions of Ravenshaw Lane and Berry Hall Lane. The parcel is laid partly to pasture and partly to woodland forming part of the rural green belt and has previously been used as a pony paddock. Gated access to land is available off Ravenshaw Lane. The land parcel comprises OS Field Numbers: 2591 & 2783

Total Site Area: 7.09 acres (2.87 hectares) approximately

Legal Documents:

 Available at www.cottons.co.uk
Viewings:

External Only



LOT 30

Freehold Vacant Pasture Land (4.18 acres)

*Guide Price: £45,000 - £55,000

Parcel B, Land to South Side of Berry Hall Lane, (Accessed off Ravenshaw Lane), Catherine-de-Barnes, Solihull, West Midlands B91 2TB

Property Description:

A parcel of freehold land irregular in shape and situated on the eastern section of the Berry Hall Estate, located off Ravenshaw Lane immediately to the North of Berry Cottage. The parcel is laid to pasture forming part of the rural green belt and has previously been used as a pony paddock. Gated access is available off Ravenshaw Lane. The land parcel comprises OS Field Number 2371.

Total Site Area: 4.18 acres (1.69 hectares)

Legal Documents:

 Available at www.cottons.co.uk
Viewings:

External Only



LOT 31

Freehold Vacant Pasture Land (5.39 acres)

*Guide Price: £57,000 - £67,000

Parcel C, Land to South Side of Berry Hall Lane, (Accessed off Berry Hall Lane), Catherine-de-Barnes, Solihull, West Midlands B91 2RY

Property Description:

A parcel of freehold land irregular in shape and situated on the eastern section of the Berry Hall Estate located off Berry Hall Lane. The parcel is laid to pasture forming part of the rural green belt and has previously been used for cattle grazing. Gated access to land is available off Berry Hall Lane. The land parcel comprises OS Field Number: 5476

Total Site Area: 5.39 acres (2.18 hectares) approximately

Legal Documents:

 Available at www.cottons.co.uk
Viewings:

External Only



LOT 32

Freehold Vacant Pasture Land (17.88 acres)

*Guide Price: £250,000 - £275,000

Parcel D, Land to South Side of Berry Hall Lane, (Accessed off Ravenshaw Lane), Catherine De Barnes, Solihull, West Midlands B91 2TB

Property Description:

A parcel of freehold land irregular in shape and situated on the eastern section of the Berry Hall Estate and located off Ravenshaw Lane to the east of Ravenshaw Cottage. The parcel is predominantly laid to pasture with a section of woodland to the western boundary and forms part of the rural green belt having been previously used for grazing. Gated access is available off Ravenshaw Lane with a right of way providing access to the land. The land parcel comprises OS Field Numbers 3259, 4761 & 6356.

Total Site Area: 17.88 acres (7.23 hectares)

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

Viewings:
External Only



LOT 33

Freehold Vacant Pasture Land (14.16 acres)

*Guide Price: £145,000 - £155,000

Parcel E, Land to South Side of Berry Hall Lane, (Accessed off Ravenshaw Lane), Catherine-De-Barnes, Solihull, West Midlands B91 2TB

Property Description:

A parcel of freehold land irregular in shape and situated on the eastern section of the Berry Hall Estate and located off Ravenshaw Lane to the south of Ravenshaw Cottage. The parcel is predominantly laid to pasture and abuts the River Blythe along the southern boundary forming part of the rural green belt and has been previously used for grazing. Gated access is available directly off Ravenshaw Lane subject to a right of way over in favour of an adjoining parcel of land. Various third party easements and rights of way also exist and details are available in the legal pack.

The land parcel comprises OS Field Numbers 2747 & 5245

Total Site Area: 14.16 acres (5.73 hectares)

Viewings: External Only
Legal Documents: Available at www.cottons.co.uk



LOT 34

Freehold Vacant Pasture Land (5.73 acres)

*Guide Price: £60,000 - £70,000

Parcel F, Land to South Side of Berry Hall Lane, (Accessed off Henwood Lane), Catherine-De-Barnes, Solihull, West Midlands B91 2TB

Property Description:

A parcel of freehold land irregular in shape and situated on the eastern section of the Berry Hall Estate and accessed by a right of way off Henwood Lane. The land is laid partly to pasture and partly to woodland and forms part of the rural green belt and has been previously used for grazing. Various third party easements and rights of way exist over the land and details are available in the legal pack. The land parcel comprises OS Field Number 7649

Total Site Area: 5.73 acres (2.31 hectares)

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

Viewings:
External Only



LOT 35
Freehold Vacant Extended Semi Detached House

*Guide Price: £230,000 - £250,000

21 Hampton Court Road, Harborne, Birmingham, West Midlands, B17 9AE

Property Description:

A substantially extended and much improved semi detached house having recently undergone part of a major refurbishment throughout, requiring various finishing works and provision of various fittings including kitchen and bathroom. The property is of predominantly two storey brick construction with converted loft space and surmounted by a pitched tile clad roof and provides well laid out family accommodation, benefiting from UPVC double glazed windows, partially installed gas fired central heating, four bedrooms, two bath/shower rooms, large second floor play room and a sizeable garage with potential to subdivide to form a separate garden room, off road car parking and conservatory. Hampton Court Road comprises of a well regarded and popular residential road which leads off Court Oak Road (A4123) and is conveniently within three quarters of a mile distance from Harborne High Street.

Accommodation:
Ground Floor

Entrance Porch, Entrance Hall, Through Lounge with access to Conservatory, Dining Kitchen/Family Room with store.


First Floor

Stairs and Landing, Master Bedroom with Dressing Room and En-suite Bath/Shower Room (no fittings), Bedroom Two (double), Bedroom Three (single).

Second Floor

Stairs to Play Room/Potential Fifth Bedroom, Bedroom Four (double)

Outside:

Front: Block paved forecourt providing off road car parking, large side garage with potential to subdivide to form a separate garden room.

Rear: Garden



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

Viewings: Via Cottons – 0121 247 2233



LOT 36

Freehold Ground Rent Investment Opportunity

*Guide Price: £15,000 - £20,000

Freehold Ground Rents 36, 38, 53 and 54 Jephson Drive, Sheldon, Birmingham, West Midlands B26 2HW

Property Description:

A portfolio of freehold ground rents secured upon four traditional semi detached houses located in a cul-de-sac known as Jephson Drive which in turn is located off Garretts Green Lane and forms part of an established residential area.

Each property is subject to a long lease for a term of 99 years from 29th September 1958 at a ground rent of £12.50 per annum each.

Total Ground Rent Income: £50 per annum

Viewings:

Not Applicable

Legal Documents:

Available at www.cottons.co.uk



36 JEPHSON DRIVE



54 JEPHSON DRIVE



53 JEPHSON DRIVE



38 JEPHSON DRIVE

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Charissa Chang
Corporate Development Manager

LOT 37
Freehold Development Site - Consent for 29 Houses and 6 Apartments

*Guide Price: £330,000 - £360,000 (+VAT)

Land East Side of Grove Street, Heath Town, Wolverhampton, West Midlands, WV10 0PY

Property Description:

A vacant former industrial site and freehold development opportunity comprising an elongated triangular shaped parcel of land covering an area of approximately 1.6 acres (0.65 hectares). The site is accessed from the southern section of Grove Street which comprises of a cul-de-sac leading directly off Wolverhampton Road (A4124) and the full length of the site benefits from a frontage directly overlooking Wyrley and Essington Canal which provides an ideal water feature for any future development. The site forms part of a mixed commercial and residential area located within less than one and a half miles distance from both Wolverhampton City Centre to the south west and New Cross Hospital situated to the north east of the site.

Planning

Planning consent was granted by Wolverhampton City Council on 24th April 2013 (Ref: 10/01256/FUL) for residential development for the erection of 29 town house dwellings and three storey apartment block containing 6 dwellings and associated parking.

The architects plans approved with the consent detailed the following accommodation.

29 Townhouse Dwellings each having:

Ground Floor: Reception Hall, Cloakroom with wc, Kitchen, Lounge/Dining Room

First Floor: Two Bedrooms and Bathroom with wc

Second Floor: Master Bedroom with Ensuite Shower Room and wc, Office

6 Apartments each having:

Hallway, Open Plan Lounge/Diner/Kitchen, Two Bedrooms and Bathroom with wc

Note: The development is subject to a S.106 agreement dated 27th February 2013.

A copy of the planning consent and associated documents are available from both www.wolverhampton.gov.uk or from the Auctioneers.

Planning History:

Planning consent was granted in September 2006 (Ref: 06/01230/FUL) for the erection of 52 two bedroom and 4 one bedroom apartments with associated car parking and amenity space.

Viewings: External Only

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

Completion will be 56 following exchange of contracts or sooner by mutual consent.



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

LOT 38

Freehold Investment

*Guide Price: £75,000 - £80,000

96 Maas Road, Birmingham, West Midlands B31 2PR

Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property benefits from having UPVC double glazing and gas fired central heating. Maas Road is located off Chatham Road and Church Road (B4121) and is within walking distance to the main shops and amenities located on Northfield High Street (Bristol Road South). The property is currently let on an Assured Shorthold Tenancy producing a rental of £500 pcm (£6,000 per annum)

First Floor

Three Bedrooms

Outside:

Front Walled foregarden

Rear Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



Accommodation:

Ground Floor

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

LOT 39

Freehold Vacant Possession

*Guide Price: £300,000 - £320,000

9 Court Oak Road, Birmingham, West Midlands B17 9TH

Property Description:

A substantial two storey semi-detached house of brick construction surmounted by a tiled clad roof set back from the road behind a walled foregarden. The property has been formally converted to provide two separate self-contained 3 bedroomed flats to both the ground and first floor. The property may provide scope for conversion back to its original use as substantial family dwelling or alternatively continued use as two separate self-contained 3 bedroom flats. The property is situated to the eastern section of Court Oak Road close to the junction with Lordwood Road and conveniently with less than half a miles distance from Harborne High Street which provides access to a wide range of retail amenities and services

Accommodation:

Ground Floor

Shared Entrance Hall with secure door entry system,

Ground Floor Flat

Reception Hall, Cloakroom with WC, Lounge, Bedroom 1 (double), Bedroom 2 (double), Bedroom 3 (double), Bathroom with panelled bath, having shower over, pedestal washbasin, Breakfast Kitchen with a range of fitted units and breakfast bar

First Floor Flat

Landing, Lounge, Bedroom 1 (single), Bedroom 2 (double), Bedroom 3 (double), Bathroom having panelled bath, wash basin and WC, Kitchen, Utility Area and Roof Terrace

Outside:

Front Walled Foregarden

Rear Yard and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 40
Freehold Vacant Public House with Potential

*Guide Price: £180,000 - £200,000

The Moon & Sixpence Main Road, Tintern, Near Chepstow, Gwent, NP16 6SG

Property Description:

A detached public house of rendered stone construction surmounted by a pitched tile clad roof, prominently fronting Main Road and partly nestled into the cliff base at the rear of the premises. The property dates back to circa 1242 and retains a wealth of period features along with a unique water feature comprising of a waterfall which runs from the rocks behind and feeds into a well located in the bar draining out into the River Wye. The property provides well laid out accommodation benefiting from part UPVC double glazed windows, gas fired central heating and a separate car park for approximately fifteen vehicles and overlooking the River Wye.

Tintern comprises a popular village located in the lower Wye Valley which attracts visitors from far and wide to its famous 13th Century Cistercian Abbey and picturesque surroundings which contain many walks and trails. The property is situated off the A466 Main Road enjoying far reaching views over the Wye Valley and conveniently within approximately six miles distance from Chepstow and nine miles from Monmouth.

Planning

The property has potential for redevelopment subject to obtaining planning consent for a variety of business and residential uses and all interested parties should consult the local planning department prior to bidding.

Accommodation:
Ground Floor

Entrance, Extensive Bar and Dining Area: 86.62sq.mtrs (932sq.ft) comprising various areas including Bar with natural water feature, Separate Dining Area: 20.44sq.mtrs (220sq.ft),

Servery: 12.42sq.mtrs (133sq.ft), Store/Preparation Room: 12.6sq.mtrs (135sq.ft), Lobby, Ladies and Gents Toilets, Access to Cellar, Two Rooms: 25.25sq.mtrs (271sq.ft) with loading access

First Floor

Central Stairs and Landing, Kitchen: 26.36sq.mtrs (283sq.ft), Dining Room: 22.12sq.mtrs (238sq.ft), Living Accommodation having both internal and separate external access, Entrance Hall, Reception Room, Lounge, Landing, Bathroom with panelled bath having shower over, pedestal wash basin and wc, Two Bedrooms

Outside:

Front: Covered terrace/smoking area with steps to living accommodation, tarmacadamed car park to opposite side of Main Road with seating areas overlooking River Wye

Rear: Garden area (not inspected) accessed via a path from the Pub and approximately half an acre of sloping woodland.

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



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



LOT 41

Freehold Vacant Black and White Cottage

*Guide Price: £80,000 - £90,000

The Red Lion Cottage, Bell Square, Weobley, Hereford, Herefordshire HR4 8SE

Property Description:

A Grade II* Listed two storey cottage understood to date back to the 14th Century, of timber framed construction surmounted by a pitched tile clad roof, situated adjacent to the Red Lion Public House and Restaurant and located opposite the junction with Portland Close. The property is situated in the centre of the historic and picturesque Black and White Village of Weobley, containing a range of similar properties along with a wide range of amenities including local shops, pubs and restaurants. Weobley is renowned as a popular tourist centre and conveniently located for access to both Leominster being within seven miles distance and the City of Hereford being within nine miles distance. The property contains a wealth of exposed timber framework and is of historic interest, the 'Cruck' frame reputed to be one of the finest examples in England and in addition benefits from two bedrooms, propane gas fired central heating and two allocated car parking spaces and is ideally suited to either owner occupation or investment purposes including holiday letting.

Accommodation:

Ground Floor

Reception Hall, Kitchen, Bedroom One, Bedroom Two with Store Room off

First Floor

Stairs and Landing, Lounge containing a wealth of exposed beams, Bathroom with panelled bath having shower over, pedestal wash basin and wc

Outside:

Two allocated parking spaces

Gross Internal Area

Ground Floor: 30.15sq.mtrs (324sq.ft)

First Floor: 32.95sq.mtrs (354sq.ft)

Total: 63.1sq.mtrs (679sq.ft)

Viewings: Via Cottons – 0121 247 2233

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



LOT 42

Leasehold Investment

*Guide Price: £28,000 - £34,000

9 Harrowby Drive, Tipton, West Midlands DY4 8SZ

Property Description:

A purpose built ground floor flat located in a two storey block of 8 apartments of brick construction surmounted by a tiled roof set back from the road behind communal gardens and parking area. Harrowby Place is located off Carnegie Avenue which in turn can be found off Park Lane East. The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental income of £365 pcm (£4,380 per annum)

Accommodation:

Ground Floor

Communal Entrance with secure door entry system, Lounge/Bedroom,

Kitchen Area, Bathroom with panelled bath, wash basin and WC

Outside:

Communal gardens and parking area

Leasehold Information

Term: 120 years from 25th March 1983

Rent: £20 subject to review and additional rent

Service Charge: Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 43

Leasehold Vacant Possession

*Guide Price: £28,000 - £34,000

42 Carnegie Avenue, Tipton, West Midlands DY4 8SX

Property Description:

A purpose built ground floor flat located in a two storey block of 8 apartments of brick construction surmounted by a tiled roof set back from the road behind communal gardens and parking area. Carnegie Avenue is located off Park Lane East

Accommodation:

Ground Floor

Communal Entrance with secure door entry system, Lounge/Bedroom, Kitchen Area, Bathroom with panelled bath, wash basin and WC

Outside:

Communal gardens and parking area

Leasehold Information

Term: 120 years from 24th June 1982

Rent: £20 subject to review and additional rent

Service Charge: Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 44

Leasehold Vacant Possession

*Guide Price: £36,000 - £42,000

Flat 48 Courtney, St. Cecilia Close, Kidderminster, Worcestershire DY10 1LN

Property Description:

A two bedroomed flat located on the 8th floor of a purpose built block situated in an established residential area. The property benefits from electric storage heating and UPVC double glazing. The block itself is located on St.Cecilia Close which is a cul-de-sac and is located off Hoo Road which in turn is located directly off Chester Road (A449). The property is approximately one miles distance from Kidderminster Town Centre

Accommodation:

Ground Floor

Communal Area with stairs and lift access

Eighth floor

Reception Hall, Living Room, Kitchen, 2 Bedrooms and Bathroom having panelled bath, wash basin and WC

Outside:

Communal parking area

Leasehold Information

Term: 1st November 1991 expiring on 1 July 2115

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



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 45

Freehold Vacant Possession
*Guide Price: £90,000 - £95,000

8, 9, 9A Stringes Lane, Willenhall, West Midlands, WV13 1LB



Property Description:

A substantial brick built property situated on the corner of Stringes Lane and Newhall Street and providing extensive accommodation including a ground floor retail shop, a ground and first floor commercial/warehouse unit and a three bedroomed residential property (please note that 8 Stringes Lane, the 3 bedroomed residential house has had planning permission granted by Walsall City Council on the 1st of July 2013 from change of use from residential to B1 (Light Industrial or Offices) or (B8 Warehouse and Distribution). 9a the corner retail shop has until recently been let however both 8 and 9 Stringes Lane have been vacant for some time and require modernisation and improvement throughout. Stringes lane is approximately half a miles disatnce from Willenhall town centre

Accommodation:

8 Stringes Lane (Former Residential)

Ground Floor

Lounge, Dining Room, Kitchen, Stairs to First Floor

First Floor

Three Bedrooms and Bathroom

9 Stringes Lane

Approximate Gross Internal Area 39 mtr.sq (taken from VOA)

Ground Floor

Storage and Work Shop Area

First Floor

Having Four Rooms and a Bathroom

9a Stringes Lane

Approximate Gross Internal Area 39 mtr.sq (taken from VOA)

Ground Floor

Reception Area, Stores Area, Rear Lobby with kitchenette and WC

Outside:

Rear Right of way providing access to both 8 and 9 Stringes Lane

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 46
Freehold Retail/Residential Property with Vacant Possession

*Guide Price: £135,000-£150,000

123/125 Witton Lodge Road, Erdington, Birmingham, B23 5JD

Property Description:

A pair of middle of terrace, two-storey buildings, providing retail and storage accommodation at ground floor level with self-contained living accommodation above.

The property is located approximately 5 miles north of Birmingham City Centre and 3 miles south-west of Sutton Coldfield Town Centre, in a predominantly residential area, providing a good local retail catchment. The property is located in an established neighbourhood shopping area with roadside car parking in front of the shops.

The main buildings are of traditional two-storey brickwork construction with pitched tiled roofs which have been re-tiled in recent years. There are a range of substantial single storey extensions to the rear of the retail premises.

The premises were originally developed to provide two separate shops, each having a separate flat above. However, the premises have been combined or amalgamated at both ground and first floor levels to create a double-width retail unit with a larger style, self-contained flat above, benefitting from a separate side access approached via Witton Lodge Road. The property may remain in its existing configuration or may be converted back to form two separate shops, each with a separate flat above.

Subject to statutory consents, the storage accommodation at the rear of 123 Witton Lodge Road, may be converted or adapted to create further retail accommodation, according to an occupiers requirements.

The entire property has been unoccupied for a number of years and, as such, presents an opportunity for a purchaser to refurbish and improve the building, according to their specific requirements.

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

Accommodation:
Ground Floor

Retail Area: 130.3 sq m (1,403 sq ft)

Stores: 120.4 sq m (1,296 sq ft) (Potential further retail accommodation)

Total Net Internal Area, Ground Floor: 250.7 sq m (2,699 sq ft)

First Floor (Currently arranged to provide a larger style, single unit but capable of being converted back to form two separate flats).

Living Room (Front), Bedroom (Front), Bedroom (Rear), Kitchen with separate breakfast area, Bedroom (Front) and Bathroom (Rear), with suite providing corner bath, separate shower cubicle, wash basin and WC.

Total Gross Internal Area, First Floor: 84.4 sq m (909 sq ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 47

Freehold Vacant Possession
*Guide Price: £195,000 - £205,000

188 Alcester Road, Moseley, Birmingham, West Midlands B13 8HJ

Property Description:

A four bedroomed end-terraced property of brick construction surmounted by a tiled roof, set back from the road behind a walled foregarden. The property benefits from having majority UPVC double glazing, gas fired central heating, modern kitchen and bathroom fittings and is offered for sale in a presentable condition throughout. The rear of the property has been substantially extended. The property is situated on the Alcester Road (A435) at the junction with Farquhar Road and within walking distance to the main shops and amenities

Accommodation:

Ground Floor

Entrance Porch, Entrance Hallway, Lounge, Dining Room, Kitchen, Inner Lobby and Shower Room having shower cubicle, wash basin and WC

First Floor

Three Bedrooms (all double) and Shower Room having shower cubicle, wash basin and WC

Second Floor

Loft Bedroom (double) with En-suite Shower Room having shower cubicle, wash basin and WC

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 48
Freehold Hot Food Takeaway Property with Vacant Possession

*Guide Price: £55,000-£60,000

70 Blackwell Street, Kidderminster, Worcestershire DY10 2EL
Property Description:

A two-storey freehold shop, last used as a Hot Food Takeaway occupying a prominent trading location on the corner of Blackwell Street and Union Street, within a well-established retail area.

The property is of two-storey brickwork construction with a pitched slate roof. The primary access to the shop premises is from Blackwell Street and there is a secondary side access leading off Union Street, which may be used to approach the rear of the shop or to provide separate access to the first floor accommodation.

The property occupies a Town Centre position, within Kidderminster, just outside the central Ring Road and close to a densely populated residential area.

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

Accommodation
Ground Floor

Retail Area: 17.2sq.m (185 sq.ft)
 Rear Preparation Area: 11.8sq.m (127 sq.ft)
 Wash-up Area: 2.8sq.m (30 sq.ft)
 Toilet with WC and wash basin.

First Floor

Front Room: 15.8sq.m (170 sq.ft)
 Rear Room: 13.9 sq.m (150 sq.ft)
 Shower Room/Toilet with shower cubicle, WC and wash basin.

Total Net Internal Area:

61.5sq.m (662 sq.ft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



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LOT 49

Freehold Land and Buildings with Vacant Possession

*Guide Price: £70,000 - £80,000

40 Steelhouse Lane, Wolverhampton, West Midlands WV2 2AF

Property Description:

A freehold site rectangular in shape extending to an area of approximately 0.36acres (0.145 hectares) and having a wide frontage directly abutting Steelhouse Lane. Steelhouse Lane leads directly off Bilston Road (A41) and the property is located approximately half a mile distance to the south east of Wolverhampton City Centre. The property forms part of a mixed industrial and residential area and comprises of a concrete yard area/hard standing with gated vehicular access off Steelhouse Lane along with a dilapidated portal framed warehouse building with ancilliary office and toilet accommodation. The site was previously used by a waste management company as a transport centre for the purpose of paper and cardboard recycling.

Total Building Cover: 176sq.mtrs (1,892sq.ft) approximately
Total Site Area: 0.36acres (0.145 hectares)

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



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



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LOT 50
Freehold Building Plot
 *Guide Price: £30,000 - £35,000

Freehold Building Plot to Rear of, 2 - 6 Church Walk, Dawley, Telford, Shropshire TF4 3EX
Property Description:

A parcel of freehold land extending to an area of approximately 0.2 acres and benefiting from planning consent for the erection of a three bedroom detached bungalow with parking. The plot is accessed off Church Walk and comprises of a cul-de-sac situated close to Dawley Church and leads off Castle Road located approximately two miles distance to the south west of Telford Town Centre. The surrounding area is predominantly residential.

Planning

Planning consent was granted by Telford and Wrekin Council (Ref: TWC/2014/0673) and dated 17th October 2014 for the erection of 1 No. detached bungalow with associated car parking and access.

The Architect's plans approved with the consent details the following proposed accommodation:

Ground Floor

Recessed Entrance, Reception Hall, Dining Kitchen, Lounge, Master Bedroom with En-suite Shower Room, Bedroom Two (double), Bedroom Three (single), Bathroom with bath, wash basin and wc.

A copy of the planning consent and associated documents is available for inspection from www.telford.gov.uk or from the Auctioneers.


Viewings:

External Only

Legal Documents:

Available at www.cottons.co.uk

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LOT 51

Freehold Investment - Six Self Contained Flats

*Guide Price: £240,000 - £260,000

22 Stourbridge Road, Kidderminster, Worcestershire, DY10 2PN



Property Description:

A substantially extended property of brick construction containing six self contained one bedroomed flats. All the flats benefit from UPVC double glazing and electric heating and are offered for sale in a presentable condition. The property is located on Stourbridge Road (A451) close to the junction with Larkhill. The property has off road parking to the rear accessed off Queen Street. Stourbridge Road itself provides directly access to Kidderminster Town Centre being within approximately one miles distance. Four of the flats are currently let on Assured Shorthold Tenancy Agreements producing £1,560 pcm (£18,720 per annum).

A schedule of tenancies are detailed below

Schedule of Tenancies

Flat 1 : Let at £390 pcm (£4,680 per annum)
 Flat 2 : Vacant but previously let at £390 pcm (£4,680 per annum)
 Flat 3 : Let at £390 pcm (£4,680 per annum)
 Flat 4 : Vacant but previously let at £390 pcm (£4,680 per annum)
 Flat 5 : Let at £390 pcm (£4,680 per annum)
 Flat 6 : Let at £390 pcm (£4,680 per annum)

Total Rental £1,560 pcm (£18,720)

Potential Rental when full £2,340 pcm (£28,080)

Accommodation

Ground Floor

Flat 1 : Lounge, Bedroom, Bathroom having panelled bath, wash basin and WC, Kitchen

Flat 2 : Lounge, Bedroom, Bathroom having panelled bath with shower over, wash basin and WC, Kitchen

Flat 3 : Lounge, Bedroom, Bathroom having panelled bath, wash basin and WC, Kitchen

Second Floor

Flat 4 : Lounge/Kitchen, Bathroom having panelled bath with shower over, wash basin and WC, Bedroom

Flat 5 : Lounge, Bedroom, Bathroom having panelled bath, wash basin and WC, Kitchen

Flat 6 : Lounge, Bedroom, Bathroom having panelled bath, wash basin and WC, Kitchen



Outside:

Communal parking to the rear

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

Viewings – Via Cottons – 0121 247 2233



LOT 52
Freehold Part Vacant/Part Investment

*Guide Price: £105,000 - £112,000

468 Harborne Park Road, Birmingham, West Midlands B17 0NG
Property Description:

An end terraced property of brick construction surmounted by a tiled roof set back from the road behind a walled foregarden. The property has been converted to provide two separate self-contained flats, a 2 bedroomed flat to the ground floor and a 1 bedroomed flat to the first and second floor. The property benefits from having part UPVC double glazing, gas fired central heating and electric heating. The ground floor flat is currently vacant and the first floor flat is let on an Assured Shorthold Tenancy Agreement producing a rental of £300 pcm (£3,600 per annum) and the tenant has been in occupation in excess of 21 years. The property is located on Harborne Park Road and within a quarter of a miles distance from the Queen Elizabeth Hospital and half a miles distance from Birmingham University

Tenancy Information
Ground Floor Flat

Vacant, previously rented at £525 pcm (£6,300 per annum)

First Floor Flat

Currently let on a Assured Shorthold Tenancy Agreement producing £300 pcm (£3,600 per annum)

Accommodation
Ground Floor Flat

Front Entrance, Lounge, Hallway, Bedroom 1, Kitchen, Shower/Wet Room having electric shower, wash basin and WC, Bedroom 2

First and Second Floor Flat

Side Entrance, Stairs to Hallway, Lounge, Kitchen, Bedroom, Stairs to Loft Room providing Bathroom with separate wash basin and WC

Outside:

Front Walled foregarden

Rear Yard area


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.

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

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LOT 53

Freehold Vacant Retail Shop

*Guide Price: £90,000 - £98,000

By Instruction of the Joint LPA Receivers

1 Oak Tree Lane, Selly Oak, Birmingham, B29 6HX

Property Description:

A three storey retail shop premises of brick construction surmounted by a pitched tile clad roof, prominently situated at the junction of Oak Tree Lane and Bristol Road (A38) and forming part of a parade containing similar retail premises. The property is situated in a predominantly residential area containing a high proportion of students and has potential for conversion of the upper floors to provide a separate self-contained flat accessed at the rear from a public car park located off Lottie Road.

Accommodation:

Ground Floor

Retail Shop (former butchers) with alluminium shop front having roller shutter protection, Lobby with access to cellar storage, Rear Store/Preparation Room with Cold store, External Store and Toilet with wc and wash basin

First Floor

Internal Stairs and Landing, Two Rooms

Second Floor

Stairs and Landing, Two Rooms including bath, toilet and wash basin

Outside:

Rear: Shared access yard

Net Internal Area

Ground Floor: 44sq.mtrs (473sq.ft)

First Floor: 28.88sq.mtrs (310sq.ft)

Second Floor: 27.31sq.mtrs (294sq.ft)

Total: 100.19sq.mtrs (1,077sqft)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 54

Freehold Vacant Possession

*Guide Price: £50,000 - £55,000

6 Belgrave Road, Shell Corner, Halesowen, West Midlands B62 9HA

Property Description:

A traditional mid terraced house of rendered brick construction surmounted by a pitched slate clad roof, set back behind a small walled foregarden and requiring modernisation and improvement throughout. The property forms part of an established and predominantly residential area and Belgrave Road leads directly off Long Lane (A4034) and the property is conveniently within approximately one third of a mile distance to the south of Black Heath Town Centre which contains a wide range of retail amenities and services.

Accommodation:

Ground Floor

Through Lounge/Dining Room, Kitchen, Large Wet Room with shower, wash basin and wc.

First Floor

Stairs and Landing, Two Bedrooms, Bathroom (no fittings)

Second Floor

Stairs to Loft Room having Velux window

Outside:

Front: Small Foregarden

Rear: Shared pedestrian entry access to yard and a good sized garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

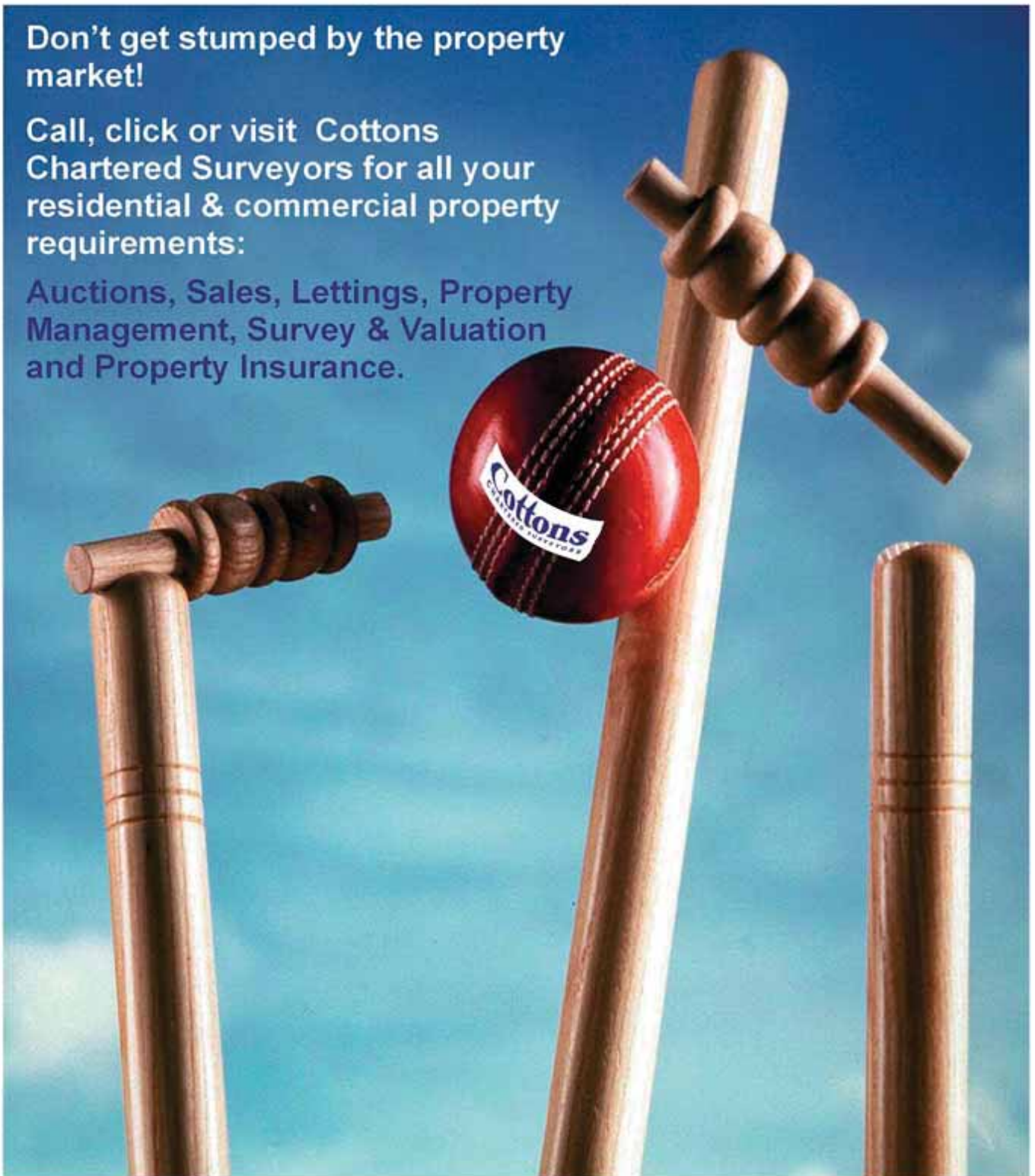


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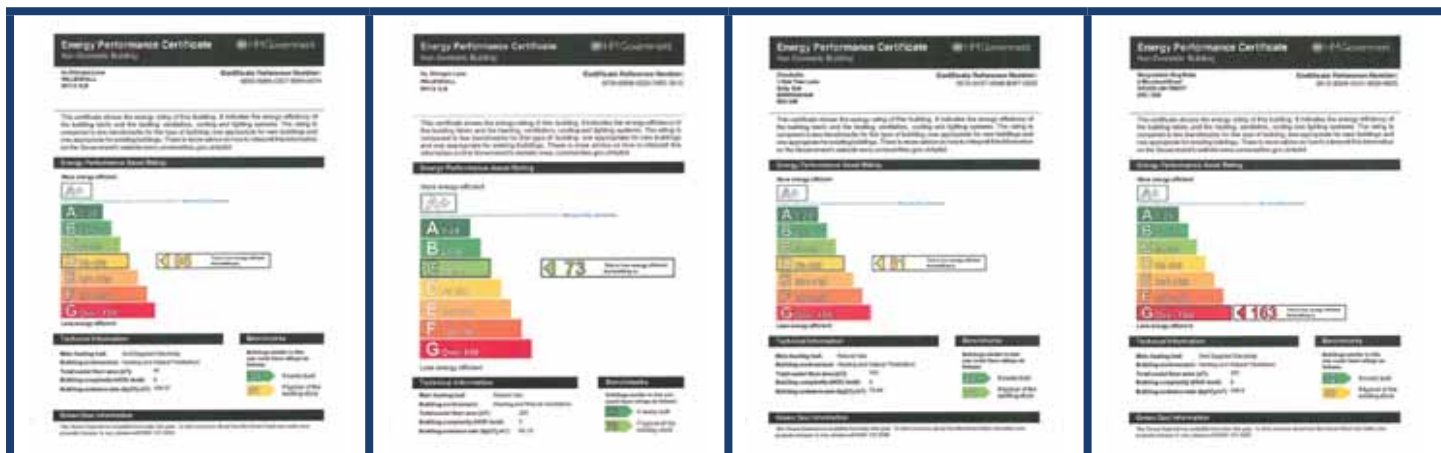
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Lot 45

Lot 45

Lot 53

Lot 28



Lot 27

Lot 48

Lot 19

Lot 20



Lot 14

Lot 15

Lot 25

Lot 40

Energy Performance Certificate

The EPC for this property was commissioned on

15th May 2015

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

Lot 21

Energy Performance Certificate

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14th May 2015

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

Lot 46








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Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

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A1 Introduction

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

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

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

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

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

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

G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the **buyer**.

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

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

G11 Arrears

Part 1 Current rent

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

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

respect of the **lot**.

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

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

G18.2 The **seller** warrants that the **seller** has complied with sections 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:
www.rics.org/commonauctionconditions**



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