

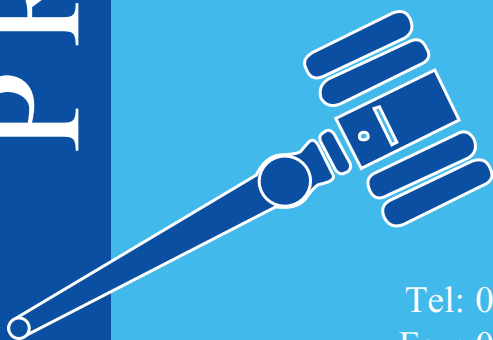
# PROPERTY AUCTION

## Cottons

Chartered Surveyors

THURSDAY  
26TH MARCH 2009  
AT 11.00 AM

ASTON VILLA  
FOOTBALL CLUB  
VILLA PARK  
BIRMINGHAM  
B6 6HE



Tel: 0121 247 2233

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E-mail: [auctions@cottons.co.uk](mailto:auctions@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Each property/Lot will, unless previously withdrawn be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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 at the Vendors Solicitors office, 5 working days before the sale and may also be inspected in the sale-room prior to the auction sale 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. Your legal adviser will 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.

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 fitments, drains and any other pipework, appliances and electrical fitments. Prospective purchasers are advised to undertake their own investigations.

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

7. Where a guide price (or range of prices) is given that guide is the minimum price at which, or range of prices within which the seller might be prepared to sell at the date of the guide price but guide prices may change. All bidders will be notified of this change by the Auctioneer prior to the Lot being offered. The reserve price will be agreed between the auctioneer and the vendor prior to the auction sale and will be the minimum price that the vendor is prepared to accept. Whilst the reserve price is confidential it will usually be set within the quoted guide range and in any event will not exceed the highest quoted guide price.

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 If no bid equals or exceeds that reserve price the lot will be withdrawn from the auction.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

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

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

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

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

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

14. The successful bidder will be required to pay an Administration Fee of £295 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + VAT.

## FOOTNOTE

If you have never been to an auction before or require more information about a particular Lot, you are welcome to contact our office with any enquiries which you may have. We will do our utmost to help.

# Auction Sale

## 35 LOTS

Comprising a range of Residential and Commercial Vacant and Investment Properties along with Redevelopment Opportunities, Building Plots, and Land comprising:

- 16 Freehold Vacant Residential Properties
- 3 Residential Investment Properties
- 3 Leasehold Vacant Residential Properties
- 5 Freehold Vacant Commercial properties
- 1 Freehold Development Site
- 1 Freehold Commercial Investments Properties
- 1 Freehold Ground Rent
- 3 Parcels of Freehold land
- 1 Freehold Part Vacant / Part Investment Commercial Property
- 1 Portfolio of Commercial and Residential Investment Properties in Daventry.

### ORDER OF SALE

#### Lot Property

1.	30 Ridgeway, Edgbaston, Birmingham	Freehold Vacant Possession
2.	90 Alexandra Road, Tipton, West Midlands	Freehold Vacant Possession
3.	345 Wolverhampton Road West, Willenhall	Freehold Vacant Possession
4.	22 Field Lane, Bartley Green, Birmingham	Freehold Vacant Possession
5.	29 Park Road, Tividale, Oldbury	Freehold Vacant Possession
6.	272 Jockey Road, Sutton Coldfield	Freehold Vacant Possession
7.	66 Frederick Road, Stechford, Birmingham	Freehold Vacant Possession
8.	2 The Link, Acocks Green, Birmingham	Freehold Vacant Possession
9.	1a High Street, Studley, Warwickshire	Freehold Vacant Possession
10.	16 Draycott Road, Smethwick	Freehold Investment
11.	83 Oakwood Road, Sparkhill, Birmingham	Freehold Investment
12.	Land Sb1 St. Brades Close, Tividale, Oldbury	Freehold Vacant Land
13.	225 Sandwell Road, Handsworth, Birmingham	Freehold Vacant Commercial
14.	166 Wellington Road, Bilston	Freehold Part Vac Poss/Part Invest
15.	51 Cadle Road, Wolverhampton	Freehold Vacant Possession
16.	305 Stockfield Road, Yardley	Freehold Vac Poss/Part Investment
17.	2 Deakin Road & 88 Wood End Road	Freehold Part Vac Poss/Part Invest
18.	Sheridan House Hotel 82 Handsworth Wood Road	Freehold Vacant Hotel & Restaurant
19.	20 Brunswick Park Road, Wednesbury	Leasehold Vacant Possession
20.	118 Kent Road, Wednesbury	Freehold Vacant Possession
21.	41 Glenavon Road, Kings Heath, Birmingham	Freehold Vacant Possession
22.	49 Nelson Road, Aston, Birmingham	Freehold Vacant Possession
23.	Freehold Ground Rent, 43 Beacon Street, Bilston	Freehold Ground Rent
24.	Land At Ledbury Rd, Nr. Tewkesbury, Worcs	Freehold Land
25.	Land Sb2 St. Brades Close, Tividale, Oldbury	Freehold Vacant Land
26.	Unit 4 Trading Estate, Kelvin Way, West Bromwich	Freehold Vacant Possession
27.	Portfolio Of Property Newlands, Daventry, Northants	Freehold Part Vacant/Part Income
28.	The Talbot Public House, 55 Talbot Street, Winson Green	Freehold Residential Redev Opportunity
29.	Yard And Premises Rear Of 379 Rotton Park Road, Edgbaston	Freehold Vacant Possession
30.	14 Doidge Road, Erdington, Birmingham	Leasehold Vacant Possession
31.	322 Dyas Road, Great Barr, Birmingham	Freehold Vacant Possession
32.	3 Lister Road, Dudley, West Midlands	Leasehold Vacant Possession
33.	2 Longfield Road, Lye, Stourbridge	Freehold Vacant Possession
34.	66 Brook Lane, Walsall Wood, Walsall	Freehold Vac Bungalow & Two Building Plots
35.	48 Shaw Hill Road, Alum Rock, Birmingham	Freehold Vacant Possession

### 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  
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# IMPORTANT NOTICE

## PROCEEDS OF CRIME ACT 2002/MONEY LAUNDERING REGULATIONS 2003

New Money Laundering Regulations have been introduced by the Government affecting Auctioneers from 1st March 2004 and 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**
- **Debit 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 Payments** (Please note we only accept Visa and MasterCard)  
(credit card payments are subject to a surcharge of 2%)

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

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

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.



**Auctioneers** Andrew J. Barden MRICS, FNAVA,  
John Day FRICS, FNAVA, Kenneth F. Davis FRICS

**Valuers** Ian M. Axon, Steve Smith B.Sc. Hons

**Auction Manager** Alison J. Bosworth

**Auction Team** Peter C. Longden FRICS, Mark M. Ward AssocRICS  
Kevin Hogan, Nada Turton, Jane Moran, Sharon O'Malley MNAEA,  
Tricia Doyle, Debra Slater, Hughie McCourt and Eric Watts.

## LOT 1

## Freehold Vacant Possession

**30 Ridgeway,  
Edgbaston, Birmingham  
B17 8JA**

### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof and requiring modernisation and improvement throughout. The property is set back from the road behind a lawned foregarden and Ridgeway forms part of a popular residential area located directly off Portland Road (B4125). The property lies within approximately two miles distance to the West of Birmingham City Centre and within approximately half a mile distance from Cape Hill Shopping Centre which provides access to a wide range of retail amenities and services.

### Accommodation:

#### Ground Floor:

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

#### First Floor:

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



### Outside:

(Front) Lawned foregarden

(Rear) Brick paved yard, brick store and wc, garden and shared pedestrian access

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## LOT 2

## Freehold Vacant Possession

**90 Alexandra Road,  
Tipton,  
West Midlands DY4 8TD**

### Property Description:

A mid terraced property of part rendered brick construction surmounted by a tile clad roof and set back from the road behind a paved foregarden allowing for off road parking. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating, however does require some modernisation and improvement. Alexandra Road (B4517) is located off both Lower Church Lane and Horsley Road. The property is within approximately a mile and a half distance from the main centre of Dudley.

### Accommodation:

#### Ground Floor:

Entrance Hallway, Lounge, Kitchen/Diner, Wet Room having WC, wash basin and electric shower, stair to first floor



### First Floor:

Landing, Bedroom 1 with ensuite WC, Bedroom 2 and Bedroom 3

### Outside:

Front: Paved foregarden

Rear: Garden with patio and lawned area

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



**COTTONS**  
THE AUCTIONEERS





### **345 Wolverhampton Road West, Willenhall, West Midlands WV13 2RL**

#### **Property Description:**

A traditional semi detached property of brick construction surmounted by a hipped tile clad roof set back from the road behind a lawned front garden and driveway providing off road parking and access to garage. The property benefits from having well laid out accommodation, gas fired central heating, however does require some modernisation and improvement. The property is located on Wolverhampton Road West (B4464) and is close to the junction with Coronation Avenue. The property is within approximately three quarters of a mile distance from junction 10 of the M6 motorway, and approximately half a miles distance from the main shopping area in Willenhall.

#### **Accommodation:**

##### **Ground Floor:**

Entrance Hallway, Lounge, Dining Room, Kitchen, stairs to first floor

##### **First Floor:**

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

##### **Outside:**

Front: Lawned foregarden and driveway

Rear: Lawned garden and garage

#### **Vendors Solicitors:**

Refer to Auctioneers

#### **Viewings:**

Via Cottons – 0121 247 2233

## **IMPORTANT NOTICE**

We are currently updating our mailing list so, if you require a catalogue for our next auction on Wednesday 13th May 2009 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.

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## LOT 4

## Freehold Vacant Possession

**22 Field Lane,  
Bartley Green,  
Birmingham  
B32 3JR**

### Property Description:

A freehold semi-detached property of non traditional "Airey" construction and benefiting from gas fired central heating and UPVC double glazing. The property itself is located in an established residential area and Field Lane itself runs directly between Scotland Lane and Jenners Lane.

### Accommodation:

#### Ground Floor:

Reception Hall, Through Lounge, Kitchen/Diner and Lean-to.

#### First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with panelled bath, wash basin and WC.



### Outside:

(Front) Lawned Foregarden  
(Rear) Lawned Garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

## LOT 5

## Freehold Vacant Possession



**29 Park Road, Tividale, Oldbury,  
West Midlands B69 1LP**

### Property Description:

A three bedroom semi detached property of brick construction surmounted by an interlocking tile clad roof set back from the road behind a gravelled foregarden allowing for off road parking. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating. Park Road is set in an established residential area and is located off City Road which in turn is found off the New Birmingham Road (A4123) which provides direct access to both Wolverhampton and Birmingham City Centres. The property is also approximately within a mile and a half distance from junction 2 of the M5 motorway.

### Accommodation:

#### Ground Floor:

Entrance Hallway, Lounge, Kitchen, stairs to first floor

#### First Floor:

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

### Outside:

**Front:** Gravelled foregarden allowing for off road parking

**Rear:** Garden

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



**COTTONS**  
THE AUCTIONEERS





## 272 Jockey Road, Boldmere, Sutton Coldfield B73 5XL

### Property Description:

A detached property of rendered brick construction surmounted by a tiled clad roof set back from the road behind a paved foregarden. The property benefits from having well laid out spacious accommodation, UPVC double glazed windows, gas fired central heating, modern bathroom fittings and a garage providing off road parking, accessed via the rear off Stonehouse Road. The property is located on Jockey Road (A453) close to the junction with Boldmere Road (B4142). The property is within walking distance to the main shops and amenities located on Boldmere Road and within approximately a mile and a half distance from the main centre of Sutton Coldfield.

### Accommodation:

#### Ground Floor:

Entrance Porch, Entrance Hallway, Through Lounge, Dining Kitchen, Lean to.

#### First Floor:

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

#### Outside:

Front – Paved foregarden

Rear – Lawned garden with garage accessed via Stonehouse Road

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

**Waller & Farnworth**  
Independent Estate Agents





**66 Frederick Road,  
Stechford, Birmingham,  
B33 8AD**

**Property Description:**

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from well laid out accommodation, however does require some modernisation and improvement. Frederick Road is located off both Albert Road and Station Road, (A4040) and the property itself is within walking distance of Stechford Railway Station and within ¼ of a mile distance from Stechford Retail Park.

**Accommodation:**

**Ground Floor:**

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

**First Floor:**

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



**Outside:**

(Front) Walled Foregarden

(Rear) Garden

**Vendors Solicitors:**

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**Viewings:**

Via Cottons – 0121 247 2233

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## 2 The Link, Acocks Green, Birmingham B27 7SS

**Property Description:**

A mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, set back from the road behind a forecourt parking area and benefiting from mostly UPVC double glazed windows, gas fired central heating and three bedrooms but requiring modernisation and cosmetic improvement. The Link leads directly off York Road which in turn runs between Fox Hollies Road (A4040) and Stratford Road (A34)

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

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

**First Floor:**

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

**Outside:**

(Front) Concrete forecourt providing off road parking

(Rear) Patio area with enclosed garden and side pedestrian access

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

### ID

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

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

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## 1/1A High Street, Studley, Warwickshire, B80 7HN

### Property Description:

A two storey brick built property surmounted by a flat roof and comprising of ground floor retail area together with store room to the rear and 3 offices to the first floor. The first floor may suit conversion to a self contained residential flat (subject to Planning Consent). The property itself is located close to the centre of Studley near the junction of Redditch Road and High Street. Studley itself is located approximately 5 miles to the south east of Redditch Town Centre.

Store Room extending to approximately 23.3sq.m (249sq.ft)  
Separate WC

### First Floor:

Three Offices, Kitchen, Store Room and separate wc. The Net Internal Area of the First Floor is 71.0sq.m (764sq.ft).

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233

### Accommodation:

#### Ground Floor:

Retail Area extending to approximately 48.2sq.m (519sq.ft)



## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction Wednesday 13th May 2009 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.



**16 Draycott Road,  
Smethwick,  
West Midlands  
B66 1QP**

**Property Description:**

A traditional style end terraced house of brick construction with slate clad roof situated in a cul-de-sac, located off the lower section of Holly Lane, which in turn runs between Oldbury Road (A457) and St Pauls Road (B4169). The property benefits from central heating and is currently let on a Regulated Tenancy at a registered rental of £33.00 per week (£1716 per annum) effective from 9 January 2008.

**Accommodation:**

**Ground Floor:**

Front Reception Room, Rear Reception Room, Kitchen

**First Floor:**

Stairs and Landing, Two Bedrooms, Bathroom



**Outside:**

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

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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**83 Oakwood Road,  
Sparkhill, Birmingham  
B11 4EY**

**Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof, set back from the road behind a walled foregarden. The property forms part of an established predominantly residential area and Oakwood Road runs between Woodlands Road and Stratford Road (A34) the latter providing access to Sparkhill Park along with a wide range of retail amenities and services. The property is currently let on a Regulated Tenancy at a registered rental of £60 per week (£3,120 per annum) effective from 17th May 2008

**Accommodation:**

Whilst the property has not been inspected internally by the auctioneers, the accommodation contained within the Rent Registration Document is as follows:

**Ground Floor:**

Reception Hall, Three Reception Rooms, Kitchen and Store



**First Floor:**

Stairs and Landing, Three Bedrooms and Bathroom

**Outside:**

(Front) Walled foregarden

(Rear) Garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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ONE OF OUR PLANNERS WILL BE AVAILABLE TO GIVE  
ADVICE AT THE AUCTION BETWEEN 11.30AM AND 1.30PM







## Land SB1, St Brades Close, Tividale, West Midlands

### **Description:**

A parcel of roughly level rectangular shaped land, extending to a site area of approximately 558sq.m (0.14 acres). The site lies in a large area of open space which is bounded by housing to the North, East and South.

Site boundaries have been surveyed and the plot boundaries can be set out using GPS survey equipment.

The site is located approximately 1.5 miles North-West of Junction 2 of the M5 and 1.6 miles South-East of Dudley town centre. The land is approached from M5 Junction 2 heading towards Wolverhampton on New Birmingham Road (A4123), then turning left onto Tower Road. Continue along Tower Road and turn first left into St Brades

Close. At the top of the close the land forms part of the open space within close proximity to the private drive serving 63-69 St Brades Close.

### **Planning:**

The site is presently designated as open space within the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council

### **Vendors Solicitors:**

Refer to Auctioneers

### **Viewings:**

The site is open for inspection

## **ADMINISTRATION FEE**

An Administration Fee of £295 + VAT, in addition to the 10% deposit (subject to a minimum deposit of £2000), being payable on each lot purchased whether purchasing prior, during or after auction, except for Lots with a purchase price of £10,000 or less, then the fee will be £150 + VAT. 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. Should the purchaser not be able to pay the required fee on the day then the fee will be added to the completion balance.

If you have any questions then please do not hesitate to contact the Auction Team prior to the sale day on 0121 247 2233.



## 225 Sandwell Road, Birmingham B21 8PD

### Property Description:

An end terraced Retail Shop with living accommodation on the corner of Sandwell Road and Oxhill Road forming part of a well established shopping parade. The property is of conventional brick and tile construction and comprises a Retail Shop currently trading as a Newsagent and Florists, although vacant possession will be given upon completion. The property includes a former garage and rear yard plus three bedroom residential accommodation. The property benefits from gas fired central heating and fronts to the busy Sandwell Road. The M5 Motorway (junction 1) lies within approximately two miles distance.

### Accommodation:

#### Ground Floor:

Retail Shop behind large forecourt; Internal Width: 6.77 m maximum Internal Depth: 8.22 m maximum The shop benefits from a suspended ceiling with inset lighting and central heating radiators, Side Hallway with doors to Separate WC and Kitchen

(2.85ms x 2.65ms) with stainless steel, single drainer sink unit and cupboards. A door leads to the rear yard, and stairs lead from the hallway to the first floor living accommodation.

#### First Floor:

Living Room, Two Double Bedrooms and One Single Bedroom, Bathroom with pedestal wash hand basin, wc, and bath with shower over

#### Florists:

(comprised of the former Garage) 4.33ms x 2.66m

#### Outside:

Large secure surfaced yard, Boiler House housing gas fired central heating boiler

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

## NOTICE COMPLETION DATES

**PLEASE BE SURE TO CHECK THE LEGAL PACKS FOR THE EXACT COMPLETION DATE OF ANY PROPERTY WHICH YOU INTEND TO PURCHASE AS THESE DATES ARE CONTRACTUALLY BINDING.**

**IN RESPONSE TO THE CURRENT MARKET CONDITIONS SOME VENDORS HAVE AGREED TO OFFER THEIR PROPERTIES WITH EXTENDED COMPLETION PERIODS TO ASSIST BUYERS WITH THEIR PURCHASE, AND WHERE POSSIBLE, THESE ARE INCLUDED IN THE CATALOGUE DETAILS FOR EACH LOT (WHERE APPLICABLE). IF YOU REQUIRE CONFIRMATION OF THE COMPLETION DATES FOR ANY PROPERTY INCLUDED IN THIS AUCTION SALE THEN PLEASE CONTACT THE AUCTION TEAM PRIOR TO PURCHASING.**





## 166 Wellington Road, Bilston, West Midlands, WV14 6AZ

### Property Description:

A substantial warehouse/workshop unit currently subdivided to provide three industrial units together with a separate yard at the rear of the premises. Unit 1 is accessed off the front of the building whilst units 2 and 3 are accessed off Bell Street as is the separate yard. The property itself is set back off Bilston Road behind a parking area and is located on the corner of Bilston Road and Bell Street. The property is currently part let producing a Total Rental Income of £530 per week (£27,560 per annum). One unit and the yard at the rear currently have vacant possession.

### Accommodation:

#### Unit 1:

(Accessed off Wellington Road)  
Extending to approximately 305.5sq.m.  
(3,289sq.ft)

#### Unit 2:

(Accessed off Bell Street) Extending to approximately 95.1sq.m (1,023sq.ft.)

#### Unit 3:

(Accessed off Bell Street) Extending to approximately 93.8sq.m (1,009sq.ft)

### Outside:

There is a yard/open storage area to the rear and side of the premises which is accessed off Bell Street.

### Tenancy Information:

#### Unit 1, 166 Wellington Road

The property is currently let on a lease for a term of 36 months commencing 14 March 2009, at a current rental of £400 per week (£20,800 per annum). This is a renewal of an already existing tenancy.

#### Unit 2, (Unit One Bell St)

The property is currently let on a lease for a term of 1 year which commenced 1 June 2008, at a current rental of £130 per week (£6,760 per annum)

### Current Rental Income:

£27,560 per annum.

### Potential Rental Income:

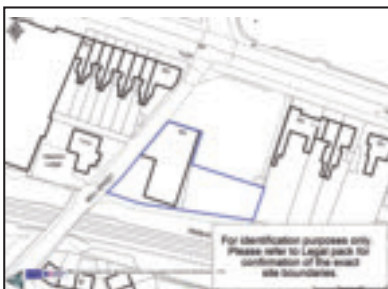
In the region of £36,920 per annum.

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233





**51 Cadle Road,  
Wolverhampton, WV10 9SJ**

**Property Description:**

A semi detached house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating, three bedrooms and off road parking. The property has recently been refurbished and is offered for sale in a presentable and modernised condition which includes new kitchen and bathroom fittings, replacement internal doors, re-decoration and new fitted carpets and floor coverings. Cadle Road is situated off Hawkesford Crescent which in turn leads off Fifth Avenue and the property is located approximately one and a half miles distance to the north of Wolverhampton City Centre.

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

Entrance Hall, Lounge, Full Width Breakfast Kitchen with extensive range of modern fitted laminate units

incorporating stainless steel built in oven, hob, cooker hood, Rear Entrance Hall with built in store, Cloak Room with wc and wash basin, Covered Side Passageway

**First Floor:**

Stairs and Landing, Three Bedrooms, Bathroom with modern suite comprising panelled bath, pedestal wash basin, wc and a glazed shower enclosure

**Outside:**

(Front) Gravelled forecourt providing off road parking

(Rear) Gravelled patio and lawned garden

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233







## 305 Stockfield Road, Yardley, Birmingham B25 8JP

### Property Description:

A freehold investment opportunity prominently situated at the junction with Stockfield Road and Amington Road and comprising of a ground floor retail unit and office premises, a separate self contained flat over, a secure yard area and an advertising hoarding. The property is predominantly of two storey rendered brick construction surmounted by a pitched tile clad roof with a single storey flat roofed side extension. Stockfield Road (A4040) leads directly between Warwick Road (A41) and Yardley Road (B4146) and the property is within approximately one mile distance from both Yardley and Acocks Green Shopping Centres. Birmingham City Centre lies within approximately two and a half miles distance to the West and is accessed by way of the Coventry Road (A45). The property benefits from mostly UPVC double glazed windows and both the ground floor and the first floor accommodation have separate gas fired central heating systems.

### Rental Income:

**Ground Floor Shop/Office and Yard:**  
Vacant

### First Floor Flat:

Let on an Assured Shorthold Tenancy Agreement at a rental of £395 per calendar month (£4,740 per annum)

### Advertising Hoarding:

Let at a rental of £1,500 per annum

### Total Current rental Income:

£6,240 per annum

### Accommodation:

#### Ground Floor:

##### Reception Office One:

10sq.m (108sq.ft) approximately with UPVC entrance door with roller shutter protection

##### Office Two:

10sq.m (108sq.ft) approximately

##### Office Three:

16.7sq.m (180sq.ft) approximately

#### Front Office/Retail Area:

27.6sq.m (297sq.ft) approximately having roller shutter front, Kitchen, Separate Cloak Room with wc and an External Store housing the central heating boiler

#### Outside:

Tarmacadamed yard and garden area to side, secured by steel palisade fencing and having gated vehicular access off Amington Road. The advertising hoarding is situated to the left hand gable wall.

#### First Floor Flat:

Shared pedestrian entry access to:

#### Ground Floor:

Entrance Hall, Stairs to First Floor

#### First Floor:

Landing, Kitchen with a range of units and gas fired boiler, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc, Bedroom, Lounge with stairs leading off to Attic Storage Room having Velux windows





#### Planning:

We understand that the ground floor property benefits from B1 Planning Consent (Office Use). All interested parties should contact the Local Planning Authority to satisfy themselves of the current planning use or to discuss any proposals which they may have for the property

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

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Valuers - Surveyors

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THE AUCTIONEERS





## 2 Deakin Road, Erdington, Birmingham B24 9AN & 88 Wood End Road, Erdington, Birmingham B24 8AE

### Property Description:

A pair of substantial three storey traditional built houses of brick construction surmounted by a pitched replacement tile clad roofs and prominently situated at the junction with Wood End Road and Deakin Road. Both properties benefit from UPVC double glazed windows throughout and are conveniently situated within a quarter of a mile distance from Erdington High Street providing a wide range of retail amenities and services. Both properties have been within the ownership of the vendors' family since the 1970's and have generally been used for investment purposes as follows:

#### 2 Deakin Road:

The property originally contained 7 flats/bedsits, but Flat 4 was converted to the First Floor Breakfast Kitchen so it is currently laid out as six flats/bedsits, all separately metered with the exception of the communal areas which are paid for by the landlord. The property benefits from mains fitted fire alarms, fire doors and emergency lighting and is licensed by Birmingham City Council as a House in Multiple Occupation dated 10th September 2007 for a period of 5 years thereafter. Two flats/bed sits are currently let as follows:

##### Flat One:

Let on Regulated Tenancy – Rental £63 per week (£3,276 per annum)

##### Flat Six:

Let on an Assured Tenancy – Rental £45 per week (£2,340 per annum)

Whilst we understand that there is no formal planning consent in place in respect of the current layout, the Vendors have provided a statutory declaration confirming that the property

has been used as a House of Multiple Occupation since the late 1970s.

#### 88 Wood End Road:

The property benefits from part gas fired central heating and part of the property was previously used as the vendor's residence and the remaining part was informally used as bed sit/ lodging accommodation.

#### Accommodation:

##### 2 Deakin Road:

##### Ground Floor:

Entrance Hall, Reception Hall with cellar access having two rooms,

##### Flat One:

Kitchen, Lounge, Double Bedroom

##### Flat Two:

Lounge, Bedroom, Separate Kitchen (located off Reception Hall)

##### Flat Three:

Bedroom, Lounge, Separate Kitchen (located off Reception Hall)  
Shared Bathroom with panelled bath, wash basin and wc

##### First Floor:

Stairs and Landing, Two Small Kitchenettes (un-used), Shared Breakfast Kitchen (previously flat 4)

##### Flat Five:

Entrance Hall, Lounge, Bedroom

##### Flat Six:

Bedroom, Lounge  
Shared Bathroom One with panelled bath, wash basin and wc  
Shared Bathroom Two with panelled bath and wc

##### Second Floor:

Stairs and Landing to:

##### Flat Seven:

Lounge with Kitchenette and Bedroom





#### **Outside:**

(Front) Walled foregarden with side entrance

(Rear) Paved yard and driveway with gated vehicular access off Deakin Road, double garage and lawned garden

#### **88 Wood End Road:**

##### **Ground Floor:**

Entrance Hall, Reception Hall with Cellar access having two rooms, Front Left Reception Room, Front Right Reception Room, Rear Left Reception Room with small kitchen leading off, Rear Right Reception Room, Kitchen

##### **First floor:**

Stairs and Landing, Bedroom One (double) with kitchen off, Bathroom with panelled bath having electric shower over and wash basin, Separate wc, Bedroom Two (double), Bedroom Three (double) with wash basin, Bedroom Four (double) with walk-in cupboard

#### **Second Floor:**

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

#### **Outside:**

(Front) Walled foregarden

(Rear) Paved yard/patio, brick store with wc and workshop, lawned garden and a garage with vehicular access and parking off Deakin Road

#### **Total Site Area:**

0.21 Acres

#### **Vendors Solicitors:**

Refer to Auctioneers

#### **Viewings:**

Via Cottons – 0121 247 2233

**Note:** Whilst the properties are being sold as one lot, the buyer will be required to sign a separate contract for each property, and the purchase price will be apportioned equally for each property.



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## The Sheridan House Hotel, 82 Handsworth Wood Road, Handsworth Wood, Birmingham B20 2PL

### Property Description:

A three storey traditional built hotel premises of brick construction surmounted by a pitched tile clad roof, prominently situated fronting Handsworth Wood Road at the junction with Worlds End Road. The property has been established as a hotel since 1974 and was further extended in the 1980's providing extensive accommodation which comprise twelve bedrooms (eleven en-suite), family/staff living areas, restaurant, function room, bar and ancillary accommodation. The property benefits from a mains fitted fire system, gas fired central heating and forecourt parking and forms part of a popular and well regarded residential area containing a range of large traditional family dwelling houses. The property is situated within approximately two and a half miles distance to the north of Birmingham City Centre and within two and a half miles distance from both The M5 Motorway (junction 1) and The M6 Motorway (junction 7)

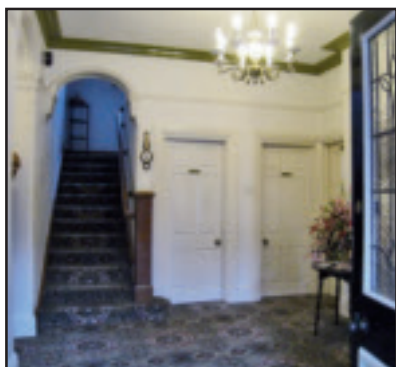
### Planning:

The property has been established as a hotel since 1974. A planning consent was granted by Birmingham City Council (Ref: N03026/04/FUL and dated 21st August 2004) for the partial change of use from hotel to student accommodation and private letting rooms. Furthermore, the vendors have received an indicative response from the Principle Planning Officer (Perry Barr Ward) at Birmingham City Council and dated 20th February 2008 that there would be no objection in principle to the change of use of the hotel to a single dwelling (subject to submission of a planning application)

### Accommodation:

#### Ground Floor:

Vestibule Entrance, Reception Hall with reception desk, Ladies and Gents Toilets, TV Lounge, Bar, Restaurant/ Dining Room, Function Room with Bar and Ladies and Gents Toilets, Lobby Area, Commercial Kitchen with a range of stainless steel fitments, Office with Cellar access to One Room, Private



Lounge, Storage/Freezer Room and Laundry Room

#### First Floor:

Stairs and Landing, Bedroom One (double) with En-suite Shower Room, Bedroom Two (double) with En-suite Bathroom, Bedroom Three (double) with En-suite Shower Room, Bedroom Four (double) with En-suite Bathroom, Bedroom Five (double) with En-suite Shower Room, Communal Bathroom with panelled bath, pedestal wash basin and Separate WC, Bedroom Six (twin) with En-suite Shower Room, Bedroom Seven (twin) with En-suite Shower Room, Bedroom Eight (double) with En-suite Shower Room, Bedroom Nine (single) with En-suite Shower Room

#### Second Floor:

Stairs and Landing, Bedroom Ten (single), Bedroom Eleven (twin) with En-suite Shower Room, Bedroom Twelve (twin) with En-suite Shower Room, Private Staff Accommodation

with Entrance Hall, Shower Room, Separate WC and Double Bedroom.

#### Gross Internal Area:

**Ground Floor:** 242sq.mtrs (2,604sq.ft)

**First Floor:** 194sq.mtrs (2,088sq.ft)

**Second Floor:** 93sq.mtrs (1,001sq.ft)

**Total:** 529sq.mtrs (5,694sq.ft)

#### Outside:

(Front) Full width forecourt providing ample off road parking and with sweep driveway and wooden garage

(Rear) Lawned garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233



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## 20 Brunswick Park Road, Wednesbury, West Midlands WS10 9HH

### Property Description:

A double fronted traditional built detached property of brick construction, currently in a dilapidated condition having suffered from fire damage and neglect. The property occupies a prominent position located at the junction with Brunswick Park Road and Pound Road and forms part of an established and predominantly residential area located within approximately half a mile distance from Wednesbury Shopping Centre and within one mile distance from the M6 Motorway (junction 9)

### Accommodation:

Not Inspected

### Outside:

Gardens to front and rear along with vehicular access directly off Pound Road

**Tenure:** Leasehold

**Lease Term:** 125 years from 25th March 2009

**Ground Rent:** One peppercorn

### Important Notice:

1. Under the terms of the lease, the Purchaser/Lessee must commence and complete within 12 months from the date of their purchase and to the reasonable satisfaction of the Freeholder (Sandwell MBC), repair and refurbishment works as deemed necessary to render the property decent and fit for residential occupation



2. The Lessee may purchase the Freehold interest by providing the Freeholder (Sandwell MBC) not less than 6 months notice in writing of their wish to purchase. The price for the Freehold interest will be the sum of £1 plus the Freeholder's reasonable legal, surveyors and administrative costs.

Full details are available within the lease which forms part of the legal pack

**3. At the fall of the Auctioneer's hammer the successful bidder will be required to pay a deposit equating to 10% of the purchase price and in the form of a Bankers Draft for a minimum sum of £6,000 with the balance paid by way of Cheque or Debit/Credit Card. For**

**clarification of this matter please contact the Auctioneers.**

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

External Viewings Only



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## 118 Kent Road, Wednesbury, West Midlands WS10 0SN

### Property Description:

A semi detached property of brick construction surmounted by a tile clad roof set back from the road behind a block paved front garden allowing for off road parking. The property benefits from having well laid out accommodation, UPVC double glazing, gas fired central heating and a loft conversion to provide an additional bedroom. Kent Road is located off Remembrance rd which in turn is found off Friar Park Road. The property is within approximately one miles distance from junction 9 of the M6 motorway and two miles from Walsall Town Centre.

### Accommodation:

#### Ground Floor:

Entrance Porch, Entrance Hallway, Through Lounge, Kitchen, stairs to first floor

### First Floor:

Two Bedrooms and Bathroom having panelled bath with electric shower over, pedestal wash hand basin and low level WC, stairs to second floor

### Second Floor:

Bedroom three

### Outside:

Front: Block paved foregarden allowing for off road parking

Rear: Patio and lawned garden

### Vendors Solicitors:


Refer to Auctioneers

### 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.

Service Provided By The Essential Information Group Ltd  
www.eigroup.co.uk 0870 112 30 40





## 41 Glenavon Road, Kings Heath, Birmingham B14 5DD

### Property Description:

A traditional detached bungalow of rendered brick construction surmounted by a hipped slate clad roof, occupying a sizeable plot and offering extensive and well laid out accommodation having three reception rooms and three double bedrooms. The property may provide scope for further extension/redevelopment (subject to obtaining planning consent from Birmingham City Council for any proposed scheme) and is currently in need of modernisation and improvement throughout. Glenavon Road forms part of a predominantly residential area and is situated directly off Alcester Road South (A435) and within approximately half a mile distance to the north of Maypole Shopping Centre and one and a half miles distance to the south of Kings Heath Shopping Centre.

### Accommodation:

#### Ground Floor:

Reception Hall, Lounge, Sitting Room/Bedroom Four, Dining Room, Kitchen with Pantry, Bedroom One (double), Bedroom Two (double), Bedroom Three (double), Bathroom with panelled bath, wash basin and wc, Covered Side Passageway/Veranda with wc

### Outside:

(Front) Large lawned foregarden, pedestrian gated access to side garden

(Rear) Concrete yard, paved patio and garden

**Gross Internal Area:** 102.25sq.ms (1,100sq.ft)

**Site Frontage:** 19.8ms (65ft)

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



## ID & REGISTRATION

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

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

We now require all bidders 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







## 49 Nelson Road, Aston, Birmingham B6 6HQ

### Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, benefiting from newly installed UPVC double glazed windows but requiring complete modernisation and repair throughout. Nelson Road runs directly between Trinity Road and Witton Road (B4140) and the latter provides access to a range of local retail amenities and Witton Railway Station. Perry Barr Shopping Centre is within approximately two thirds of a mile distance and provides access to The One Stop Shopping Centre and The University of Central England.

### Guide Price Range:

£60,000 - £66,000

### Accommodation:

#### Ground Floor:

Front Reception Room, Rear Reception Room, Kitchen (no fittings), Lobby, Bathroom (no fittings)

#### First Floor:

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

#### Outside:

(Rear) Yard

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

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From Foundations for Property Finance







### Freehold Ground Rent, 43 Beacon Street, Bilston, West Midlands WV14 9RN

#### Description:

A freehold ground rent investment secured upon a modern town house situated in a predominantly residential area. The property is subject to a long lease for a term of 99 years from 25th March 1970 at a ground rent of £37.50 per annum.

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Not Applicable

**Note:** The purchaser will be responsible for the payment of £350 plus VAT towards the vendor's legal costs

## 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 £295 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £150 + Vat. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Acceptable payment methods are as follows:

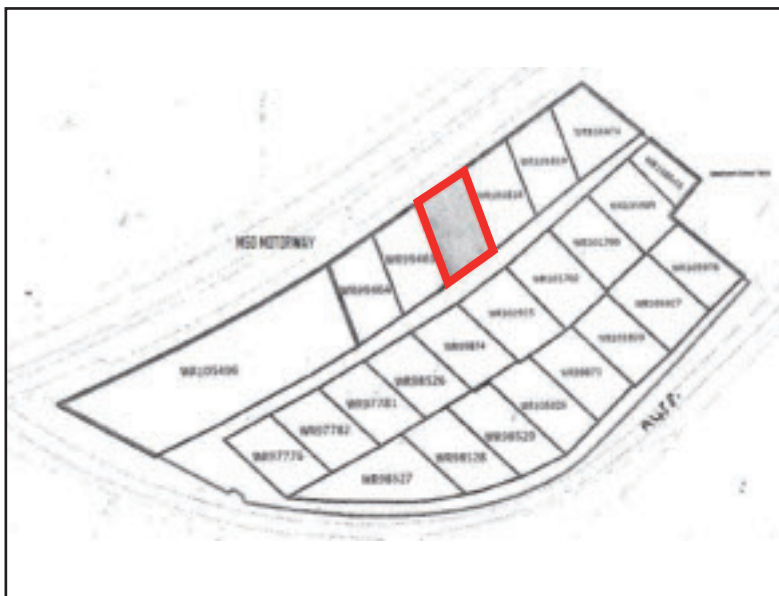
- Bank/Building Society Draft
- Personal/Company Cheque
- Debit Card Payments

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 Payments (Please note we only accept Visa and MasterCard) (Credit card payments are subject to a surcharge of 2%)

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





## Land, Ledbury Road, Long Green, Nr Tewkesbury, Worcs

### Description:

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

Directions from Birmingham:- Exit M5 South at Junction 8, join the M50 Motorway, Exit M50 Motorway at Junction 1 and join A38 to Tewkesbury.

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

Local Authority - Malvern District Council.

**Vendors Solicitors:**  
Refer to Auctioneers

**Viewings:**  
External Viewings

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## Land SB2, St Brades Close, Tividale, West Midlands

### Description:

A parcel of roughly level rectangular shaped land, extending to a site area of approximately 458sq.m (0.11 acres). The site lies in a large area of open space which is bounded by housing to the North, East and South.

Site boundaries have been surveyed and the plot boundaries can be set out using GPS survey equipment.

The site is located approximately 1.5 miles North-West of Junction 2 of the M5 and 1.6 miles South-East of Dudley town centre. The land is approached from M5 Junction 2 heading towards Wolverhampton on New Birmingham Road (A4123), then turning left onto

Tower Road. Continue along Tower Road and turn first left into St Brades Close. At the top of the close the land forms part of the open space within close proximity to the private drive serving 63-69 St Brades Close.

### Planning:

The site is presently designated as open space within the Sandwell UDP. Enquiries for alternative uses should be made to Sandwell Metropolitan Borough Council

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

The site is open for inspection

## 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 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





## Unit 4 Trading Estate, Kelvin Way, West Bromwich, West Midlands B70 7TW

### Property Description:

A substantial modern industrial/warehouse unit comprising of two portal framed bays with ancillary accommodation including mezzanine offices and secure gated car parking/loading area. The property forms part of a small estate located off Kelvin Way close to the junction with Bromford Lane and enjoys good access to The M5 Motorway (junction 1) which lies within approximately one and a half miles distance to the east. The property requires some cosmetic improvement and repair and may be suitable for subdivision.

### Accommodation:

#### Ground Floor:

#### Unit 4A:

#### Gross Internal Area (approx):

367sq.mtrs (3,954sq.ft),

#### Eaves Height: 3.96mtrs (13ft):

Comprising of a Warehouse/Workshop with roller shutter door, Reception, Reception Office, Staff Room, Inner Hall, Further Office, Shower/Locker Room/WCs (no fittings)

### Mezzanine Floor:

#### Gross Internal Area (approx):

103.68sq.mtrs (1,116sq.ft).

Office One, Landing Area, Two Wash Rooms (no fittings), Offices Two, Three and Four with demountable partitions

### Unit 4B:

#### Gross Internal Area (approx):

270sq.mtrs (2,908sq.ft),

**Eaves Height:** 3.96mtrs (13ft): Having roller shutter door and containing two roof mounted cranes (not tested)

### Total Floor Area (Gross Internal):

Ground Floor: 637sq.mtrs (6,856sq.ft) approx.

Mezzanine Floor: 103.68sq.mtrs (1,116sq.ft) approx.

### Outside:

Secure gated car parking/storage area

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233







# Freehold Part Vacant/Part Income Producing Residential and Retail Investment Opportunity By Instruction of the Joint LPA Receivers



## 6 & 8 Sheaf Street, Flats 1 – 3 Sheaf Street, 1 – 3 Prince William Walk and Flats 1 – 6 Gresham Court, Daventry, Northamptonshire NN11 4DU

### Description:

A valuable retail and residential investment opportunity comprising of a traditional Town Centre property fronting Sheaf Street and containing two retail units and three self contained flats, a modern block known as Gresham Court containing six self contained flats (flat 1 Gresham Court is subject to a long leasehold interest) and both properties are linked together by Prince William Walk which contains a further three retail units. The property occupies a Town Centre location and Sheaf Street comprises of a pedestrian road which meets at the junction with Brook Street and High Street and vehicular access to the property is available from the rear via The Newlands. Daventry comprises of a Northamptonshire Town situated close to the Warwickshire borders, located approximately ten miles to the west of Northampton and enjoys convenient access to both The M1 (junction 16) and M45 Motorways, both within approximately eight miles distance and the M40 Motorway (junction 11) being within approximately twelve miles distance.

### Accommodation:

#### 6 Sheaf Street:

Retail Unit fronting Sheaf Street with return frontage onto Prince William Walk in need of modernisation and improvement

**Net Internal Floor Area:** 129sq.mtrs (1,388sq.ft) approximately

#### 8 Sheaf Street:

Ground Floor Retail Unit fronting Sheaf Street and in need of refurbishment throughout

**Net Internal Area:** 41sq.mtrs (441sq.ft) approximately

**Unit 1**, Prince William Walk (Phoenix Café) Double fronted ground floor retail unit comprising of a Restaurant, Store, Kitchen and WC

**Net Internal Area:** 70sq.mtrs approximately (753sq.ft)

**Unit 2**, Prince William Walk (Scissor Trix Hairdressers)

Double fronted ground floor retail unit comprising of a Hairdressing Salon, Small Store/Kitchen and WC

**Net Internal Area:** 37sq.mtrs approximately (398sq.ft)

**Unit 3**, Prince William Walk (Ideal Computers)

A ground floor retail unit with a small rear store

**Net Internal Area:** 17sq.mtrs approximately (182sq.ft)

**Flats 1 – 6** Gresham Court (not inspected) These flats benefit from UPVC double glazed windows and external doors and each has One Bedroom and One Allocated Car parking Space

**Note: The adjacent property schedule provides only a summary of the tenancy information available, and whilst the Receivers understand this to be correct, all interested parties are strongly advised to satisfy themselves, prior to bidding, as to the precise tenancy details by inspecting the legal pack and making their own enquiries.**

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233



PROPERTY SCHEDULE					
Unit No	Tenant	Term	From	To	Rent (£pa)
6 Sheaf Street	Vacant	NA	NA	NA	NA
8 Sheaf Street	Vacant	NA	NA	NA	NA
Flat 1, 6 - 8 Sheaf Street	Let	Periodic AST	1.3.2003	Periodic	5720
Flat 2, 6 - 8 Sheaf Street	Let	Periodic AST	22.1.2007	Periodic	5200
Flat 3, 6 - 8 Sheaf Street	Let	6 months AST	30.8.2008	29.2.2009	3900
Unit 1 Prince William Walk	Let t/a The Phoenix Café	12 months	17.3.2008	16.3.2009	7800
Unit 3 Prince William Walk	Let t/a Ideal Computers	-	-	-	3900
Units 2 Prince William Walk	Let t/a Scissor Trix	12 months	17.3.2008	16.3.2009	7800
Flat 1 Gresham Court	Subject to a Long Leasehold	99 years	31.8.1980	30.8.2079	50
Flat 2 Gresham Court	Let	-	-	-	5200
Flat 3 Gresham Court	Let	-	-	-	5200
Flat 4 Gresham Court	Let	6 months AST	30.8.2008	29.2.2009	5200
Flat 5 Gresham Court	Let	Ongoing AST	31.8.2008	Unspecified	5200
Flat 6 Gresham Court	Vacant	NA	NA	NA	NA
<b>Total Current Income:</b>					<b>55170</b>



# Freehold Residential Redevelopment Opportunity By Instruction of the Joint Receiver



## The Talbot Public House, 55 Talbot Street, Winson Green, Birmingham B18 5DX

### Description:

A freehold redevelopment site extending to an area of approximately 0.59 acres (2,380sq.mtrs) and currently containing the disused Talbot Public House which is set within extensive grounds comprising of car parking and a former bowling green. The site is prominently located fronting Talbot Street close to the junction with Benson Road and benefits from planning consent for the demolition of the existing Public House and erection of nine dwelling houses together with the creation of a new service road and associated parking area.

Talbot Street forms part of a predominantly residential area and the site is located within a short walk from the Soho/Benson Road Metro Station providing direct rail access to Birmingham City Centre (Snow Hill), within approximately half a mile distance from City Hospital located on Dudley Road (A457) and approximately one and a half miles distance to the north west of Birmingham City Centre.

### Planning:

The site benefits from full planning consent granted by Birmingham City Council (Consent no. C/02585/07/FUL and dated 13th February 2008) for the demolition of the Public House and the erection of nine houses together with the creation of a new service road and associated parking area.

### Section 106 Agreement:

The planning consent is subject to a Section 106 Agreement dated 6th February 2008 whereby the developer

will be required to pay the sum of £33,744 (indexed) on service of implementation notice.

**Note:** The site currently contains a former footpath owned by Birmingham City Council which has indicated in principal it is prepared to sell the same.

A copy of the planning consent, Section 106 Notice, Scheme Drawings, Design Statement, Committee Report and Acoustics Report is available from the auctioneers.

**The scheme approved by the Planning Department details a proposed development of nine 3 storey dwellings comprising of the following:**

### Plot 1:

One Detached Dwelling

### Ground Floor:

Kitchen/Diner, Hall, Downstairs WC and Living Room

### First Floor:

Two Bedrooms and Bathroom

### Second Floor:

Two Bedrooms and Shower Room

### Plots 2 – 7:

Six Link-Detached Dwellings

### Ground Floor:

Kitchen/Diner, Hall, Downstairs WC, Living Room and Garage

### First Floor:







Master Bedroom with En-suite, Family Bathroom and Bedroom Two

#### **Second Floor:**

Bedrooms Three and Four and Shower Room

#### **Plots 8 and 9:**

Two Semi Detached Dwellings

#### **Ground Floor:**

Kitchen/Diner, Hall, Downstairs WC and Living Room

#### **First Floor:**

Two Bedrooms and Bathroom

#### **Second Floor:**

Bedroom Three and Shower Room

All properties benefit from generous rear gardens and each unit benefits from a car parking provision for two cars

#### **Vendors Solicitors:**

Refer to Auctioneers

#### **Viewings:**

Via Cottons – 0121 247 2233



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# Freehold Vacant Possession By Instruction of the Mortgagees in Possession



## Yard and Premises situated to rear of 379 Rotton Park Road, Edgbaston, Birmingham B16 0LB

### Property Description:

A single storey commercial premises situated in a secure yard which is located off Rotton Park Road by way of a secure gated access and comprising of a brick/block built office premises and an attached workshop/industrial unit having solid brick/block walls with steel framed roof. The office accommodation also includes a staff room/kitchen and two wash rooms and benefits from gas fired central heating and the Industrial Unit benefits from a gas fired warm air heating.

The property is situated on the northern section of Rotton Park Road which leads directly between City Road (A4040) and Dudley Road (A457) the latter providing access to a range of local retail amenities and services. City Hospital is within approximately half a mile distance and Birmingham City Centre lies within approximately one and a half miles distance to the East.

### Accommodation/Floor Areas:

#### Covered Yard:

41.4sq.m (445sq.ft) with Steel Gated Access from Rotton Park Road

#### Open Yard Area:

97.8sq.m (1,052sq.ft)

### Single Storey Offices comprising:

#### Office One:

18.56sq.m (200sq.ft)

#### Office Two:

22.66sq.m (244sq.ft) including Cloak Room with wc and wash basin

#### Kitchen/Staff Room:

8.9sq.m (96sq.ft) with sink unit

#### Shower Room:

4.78sq.m (51sq.ft) with wc, wash basin (no shower fitment present)

#### Work Shop:

178.8sq.m (1,924sq.ft) with secure double doors providing vehicular access

#### Total Yard Area:

139.2sq.m (1,498sq.ft)

#### Total Accommodation Area:

233.7sq.m (2,515sq.ft)

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

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### 14 Doidge Road, Erdington, Birmingham B23 7SG

#### Property Description:

A mid terraced property of brick construction surmounted by a tile clad roof set back from the road behind a walled foregarden. The property benefits from having well laid out accommodation, UPVC double glazed windows and gas fired central heating, and in addition the property may benefit from having the potential for off road parking from the rear via a service road, however all interested parties must satisfy themselves in full with regards to this matter with Birmingham City Council. Doidge Road is located off both Mere Road and George Road, and the property itself is within approximately half a miles distance from the main High Street in Erdington.

#### Accommodation:

##### Ground Floor:

Lounge, Dining Room, Kitchen and Bathroom having panelled bath, wash basin and WC, stair to first floor

##### First Floor:

Three Bedrooms

##### Outside:

Front: Walled foregarden

Rear: Lawned garden with shed

#### Leasehold Information:

**Term:** 99 years from 1 November 1985

**Ground Rent:** refer to legal pack

**Vendors Solicitors:**

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

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### 322 Dyas Road, Great Barr, Birmingham B44 8TD

#### Property Description:

A traditional semi detached house of brick construction surmounted by a hipped tile clad roof and set back from the road behind a gravelled driveway. The property has been partly refurbished including the provision of UPVC double glazed windows and external doors, Bathroom Suite, Kitchen Fitments (partially fitted) and also appears to have been re-wired along with the installation of gas fired central heating system although we cannot confirm the installation of these services has been completed. The property requires further refurbishment and cosmetic improvement prior to occupation. Dyas Road leads between Aldridge Road and Kingstanding Road (B4138) and the property forms part of an established residential area located approximately three and a half miles distance to the North of Birmingham City Centre.

#### Accommodation:

##### Ground Floor:

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen with a range of modern units (partially fitted) and built-in under-stair cupboard

##### First Floor:

Stairs and Landing, Three Bedrooms, Bathroom with modern suite comprising bath, wash basin and wc

##### Outside:

(Front) Small lawned foregarden and gravelled driveway providing off road parking

(Rear) Pedestrian side access to yard, brick store and overgrown garden having potential for rear vehicular access from a shared driveway

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

**HARRY R. BARBER. FRICS.**

CHARTERED SURVEYOR  
ESTATE AGENT, VALUER AND AUCTIONEER



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# --- Legal Documents Online ---

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

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### 3 Lister Road, Dudley, West Midlands DY2 8JT

**Property Description:**

A ground floor two bedroom maisonette of brick construction surmounted by a hipped tile clad roof. The property is set back from the road behind communal lawned gardens. The property benefits from having well laid out accommodation, UPVC double glazed windows, gas fired central heating and private rear garden. The property has also been part refurbished, however does require some further modernisation. Lister Road is located off New Road which in turn is found Cinderbank (A459). The property is within approximately one miles distance from the main shopping area located in Dudley.

**Outside:**

Front: Communal lawned garden

Rear: Private lawned garden

**Leasehold Information:**

**Ground Rent:** £10 per annum

**Term:** 125 years from 24 May 1993

**Service Charge:** refer to legal pack

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

Via Cottons – 0121 247 2233

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

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



## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next auction Wednesday 13th May 2009 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip found at the back of this catalogue, and hand it to us at the auction or post it to us at the address provided.





**2 Longfield Road, Lye,  
Stourbridge,  
West Midlands DY9 7EH**

**Property Description:**

A traditional mid terraced house of brick construction surmounted by a pitched slate clad roof, benefiting from mostly UPVC double glazed windows and gas fired central heating but requiring modernisation and improvement throughout. Longfield Road leads directly off Pedmore Road (A4036) and the property is conveniently within approximately a quarter of a mile distance from Lye Town Centre and Railway Station and within approximately one and a quarter of a mile distance from Stourbridge Town Centre.

**Accommodation:**

**Ground Floor:**

Front Reception Room, Inner Hall with Cellar access, Dining Kitchen, Rear Entrance Hall/Study, Bathroom with panelled bath having electric shower over, pedestal wash basin and wc

**First Floor:**

Stairs and Landing, Three Bedrooms



**Outside:**

(Front) Walled foregarden

(Rear) Overgrown yard and garden with brick store

**Vendors Solicitors:**

Refer to Auctioneers

**Viewings:**

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# Freehold Vacant Bungalow and Two Building Plots By Instruction of the LPA Receivers



## 66 Brook Lane, Walsall Wood, West Midlands WS9 9NA

### Property Description:

A valuable re-development opportunity comprising of a substantial detached dormer bungalow accessed by way of a private drive and situated within extensive private gardens part of which has the benefit of planning consent for the erection of a pair of semi detached dormer bungalows. Brook Lane is situated in the popular residential location of Walsall Wood and leads directly off Brookland Road which in turn leads off High Street (A461). Aldridge lies within approximately two miles distance to the south and Walsall Town Centre within approximately three miles distance to the south west.

### Existing Accommodation:

66 Brook Lane, Walsall (not inspected)

### Ground Floor:

Reception Hall, Inner Hall, Lounge, Breakfast Kitchen, Side Veranda/Utility, Bedroom One (double), Bedroom Two (double), Bath/Shower Room

### First Floor:

Stairs and Landing, Bedroom Three (double), Separate WC

### Outside:

(Front) Foregarden and driveway with access to garage

(Rear) Garden

### Planning:

The property benefits from full planning consent granted by Walsall Council (Ref: 08/1482/FL and dated 14th November 2008) for the erection of two semi detached bungalows within the grounds of 66 Brook Lane, Walsall Wood. The plans approved with the application detailed two semi detached dormer bungalows with the following accommodation:

### Ground Floor:

Reception Hall, Dining Room, Kitchen, Bathroom, Lounge, Bedroom One

### First Floor:

Stairs and Landing, Bedroom Two, Bedroom Three

### Outside:

Private access drive, front and rear gardens and parking for two cars per dwelling

**Note:** A copy of the planning consent and Architect's drawings are available for inspection at the auctioneers' offices

### Vendors Solicitors:

Refer to Auctioneers

### Viewings:

Via Cottons – 0121 247 2233









### 48 Shaw Hill Road, Alum Rock, Birmingham B8 3LN

#### Property Description:

A mid terraced house of rendered brick construction surmounted by a pitched slate clad roof, benefiting from UPVC double glazed windows and external doors and three bedrooms but requiring complete modernisation and improvement throughout. Shaw Hill Road leads directly off Sladefield Road which in turn runs between Alum Rock Road and Washwood Heath Road (B4114)

#### Accommodation:

##### Ground Floor:

Entrance Hall, Lounge, Kitchen, Lobby, Shower Room with shower, pedestal wash basin and wc

#### First Floor:

Stairs and Landing, Bedroom One (full width double), Bedroom Two (double), Bedroom Three (single)

#### Outside:

(Front) Foregarden set behind a privet hedge

(Rear) Garden

#### Vendors Solicitors:

Refer to Auctioneers

#### Viewings:

Via Cottons – 0121 247 2233

**HARRY R. BARBER. FRICS.**  
CHARTERED SURVEYOR  
ESTATE AGENT, VALUER AND AUCTIONEER

## 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 during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

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# 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 Auctions of Real Estate in England & Wales

(Edition 2 October 2005) Reproduced with the consent of the RICS Real Estate Group with the support of the Commercial and Residential Property Faculties.

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## Introduction

The common auction conditions have three main sections:

### 1. Glossary

This gives special meanings to some words used in the rest of the conditions

### 2. The conduct of the auction

These conditions regulate the conduct of the auction. If you read our catalogue or attend the auction you do so on the basis that you accept them

### 3. Conditions of sale

If you buy a lot you will sign a **sale memorandum** under which you agree to be bound by the conditions of sale that apply to that lot. These conditions are:

- General conditions that apply to all lots
- Any extra general conditions in the catalogue or an addendum
- Special conditions that only apply to the lot you are buying (and which may vary the general conditions)

The conditions are legally binding.

### Important notice

A prudent buyer will, before bidding for a lot at an auction:

- Take professional advice from a conveyancer and, in appropriate cases, a chartered surveyor and an accountant
- Read the conditions
- Inspect the lot
- Carry out usual searches and make usual enquiries
- Check the content of all available leases and other documents relating to the lot
- Check that what is said about the lot in the catalogue is accurate
- Have finance available for the deposit and purchase price
- Check whether **VAT** registration and election is advisable.

**The conditions assume that the buyer has acted like a prudent buyer.**

**If you choose to buy a lot without taking these normal precautions you do so at your own risk.**

In the **conditions** wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words
- a 'person' includes a corporate body
- words of one gender include the other genders and where the following words appear in blue they have the specified meanings:

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

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

**Agreed completion date**

(a) the date specified in the **special conditions**, or

(b) if no date is specified, **20 business days** after the **contract date** but if that date is not a **business day** the first subsequent **business day**

**Arrears:** **Arrears** of rent and other sums due under the **tenancies** but unpaid on the **actual completion date**

**Auction:** The auction advertised in the **catalogue**

**Auctioneers:** The auctioneers at the **auction**

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

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

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

**Completion:** Completion of the sale of the **lot**

## Conditions

This glossary, the conditions for the conduct of the **auction**, the **general conditions**, any **extra conditions** and the **special conditions**

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

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

(a) the date of the **sale memorandum** signed by both the **seller** and **buyer** or

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

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

**Extra conditions:** Any additions to or variations of the **conditions** that are of general application to all **lots**

**General conditions:** The conditions so headed

**Interest rate:** If not specified in the **special conditions**, 4% above the base rate from time to time of Barclays Bank plc

**Lot:** Each separate property described in the **catalogue** or (as the case may be) the property that the **seller** has agreed to sell and the **buyer** to buy

**Old arrears:** Arrears due under any of the **tenancies** that are not 'new tenancies' as defined by the Landlord and Tenant (Covenants) Act 1995

**Particulars:** The section of the **catalogue** that contains descriptions of each **lot**

**Practitioner:** A receiver, administrative receiver or liquidator or a trustee in bankruptcy

**Price:** The price that the **buyer** agrees to pay for the **lot**

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



**Sale memorandum:** The form so headed set out in the **catalogue** in which the terms of the **contract** for the sale of the **lot** are recorded

**Seller:** The person selling the **lot**

**Special conditions:** The conditions so headed that relate to the **lot**

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

**Transfer:** Includes a conveyance or assignment (and to transfer includes to convey or to assign)

**TUPE:** The Transfer of Undertakings (Protection of Employment) Regulations 1981 as modified or re-enacted from time to time

**VAT:** Value Added Tax or other tax of a similar nature

**VAT election:** an election to waive exemption from **VAT** in respect of the **lot**

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

**You** (and **your**)

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

The **catalogue** is issued only on the basis that **you** accept these conditions relating to the conduct of the **auction**. They override all other **conditions** and can only be varied if **we** agree.

**Our role:** As agents for each **seller** we have authority to:

- prepare the **catalogue** from information supplied by or on behalf of each **seller**
  - offer each **lot** for sale
  - sell each **lot**
  - receive and hold deposits
  - sign each **sale memorandum**
  - treat a **contract** as repudiated if the **buyer** fails to sign a **sale memorandum** or pay a deposit as required by the **conditions**. **Our** decision on the conduct of the **auction** is final. **We** may cancel the **auction**, withdraw **lots** from sale, or alter the order in which **lots** are offered for sale. **We** may also combine or divide **lots**. **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.
- Bidding and reserve prices:** **We** 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 may not make a bid equal to or exceeding the reserve price. Where a guide price is given that price is not to be taken as an indication of the value of the **lot** or of the reserve price.

**The particulars and other information:** **We** have taken reasonable care to prepare **particulars** that correctly describe each **lot**.

However the **particulars** are based on information supplied by or on behalf of the **seller** and **we** are not responsible for errors. The **particulars** are for **your** information but **you** must not rely on them. They do not form part of any **contract** between the **seller** and the **buyer**. If **we** provide any information or a copy of any document **we** do so only on the basis that **we** are not responsible for its accuracy.

**The contract:** A successful bid is one **we** accept as such. If **you** make a successful bid for a **lot** **you** are obliged to buy that **lot** on the terms of the **sale memorandum**. The **price** will be the amount **you** bid plus **VAT** (if applicable). **You** must before leaving the **auction**:

- provide all information **we** reasonably need from **you** to enable us to complete the **sale memorandum** (including proof of your identity that complies with money laundering regulations)
- sign the completed **sale memorandum** and
- pay the deposit and if **you** do not **we** may either:
  - as agent for the **seller** treat that failure as **your** repudiation of the **contract** and offer the **lot** for sale again: the **seller** may then have a claim against **you** for breach of contract; or
  - sign the **sale memorandum** on **your** behalf. Deposits must be paid by cheque or by bankers' draft drawn in **our** favour on a UK clearing bank or building society. The **catalogue** states whether **we** also accept debit or credit cards.

**We** may retain the **sale memorandum** signed by or on behalf of the **seller** until **we** receive the deposit in cleared funds.

If **you** make a successful bid for a **lot**:

- **You** are personally liable to buy it even if **you** are acting as an agent. It is **your** responsibility to obtain an indemnity from the person for whom **you** are the agent
- Where the **buyer** is a company **you** warrant that the **buyer** is properly constituted and able to buy the **lot**
- If the **buyer** does not comply with its obligations under the **contract** **you** are personally liable to buy the **lot** and must indemnify the **seller** in respect of any loss the **seller** incurs as a result of the **buyer's** default.

The **general conditions** apply except to the extent that they are varied by **extra conditions**, the **special conditions** or by an **addendum**.

## 1. The lot

1.1 The **lot**, including any rights granted and reserved, is described in the **special conditions**.

1.2 The **lot** is sold subject to all subsisting **tenancies**, but otherwise with vacant possession on **completion**.

1.3 The **lot** is sold subject to all matters contained or referred to in the **documents** (except financial charges: these the **seller** must discharge on or before **completion**) and 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
- (i) anything the **seller** does not and could not reasonably know about and where any such matter would expose the **seller** to liability the **buyer** is to comply with it and indemnify the **seller** against liability.
- 1.4 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.
- 1.5 The **lot** does not include any tenant's or trade fixtures or fittings.
- 1.6 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.
- 1.7 The **buyer** buys with full knowledge of:
- (a) the **documents** whether or not the **buyer** has read them
- (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.
- 1.8 The **buyer** is not relying on the information contained in the **particulars** or in any replies to preliminary enquiries but on the **buyer's** own verification of that information. If any information is not correct any liability of the **seller** and any remedy of the **buyer** are excluded to the extent permitted by law.

## 2. Deposit

- 2.1 The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the **catalogue** (or the total **price**, if this is less than that minimum), and
- (b) 10% of the **price** exclusive of **VAT**.
- 2.2 The deposit:
- (a) must be paid to the **auctioneers** by cheque or banker's draft drawn on a UK clearing bank or building society (or by such other means of payment as they accept)
- (b) is to be held as stakeholder unless the **special conditions** provide that it is to be held as agent for the **seller**.
- 2.3 Where the **auctioneers** hold the deposit as stakeholder they are authorised to release it and any interest on it to the **seller** on **completion** or, if **completion** does not take place, to the person entitled to it under the **conditions**.
- 2.4 If a cheque for the deposit is not cleared on first presentation the **seller** is entitled to treat the **contract** as at an end and bring a claim against the **buyer** for breach of contract.
- 2.5 Interest earned on the deposit belongs to the **seller** unless the **conditions** provide otherwise.

## 3. Transfer of risk and insurance

- 3.1 From the **contract date** the **seller** is under no obligation to insure the **lot** and the **buyer** bears all risk of loss or damage unless:
- (a) the **lot** is sold subject to a **tenancy** that requires the **seller** to insure the **lot** or
- (b) the **special conditions** require the **seller** to insure the **lot**.
- 3.2 If the **seller** is to insure the **lot** then the **seller**:
- (a) must produce to the **buyer** on request relevant insurance details
- (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due
- (c) gives no warranty as to the adequacy of insurance
- (d) must, at the request of the **buyer**, use reasonable endeavours to have the **buyer's** interest noted on any insurance policy that does not cover a contracting purchaser
- (e) must, unless otherwise agreed, cancel the insurance at **completion**
- (f) is to hold in trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** and the **buyer** must on **completion** reimburse to the **seller** the cost of insurance (to the extent it is not paid by a tenant or other third party) from and including the **contract date**
- 3.3 If under a **tenancy** the **seller** insures the **lot** then unless otherwise agreed with the **buyer** the **seller** is to pay any refund of premium.
- (a) to the **buyer** or
- (b) if the **special conditions** so state, to each tenant in the proportion that the tenant pays premiums under its **tenancy**, first deducting any arrears of premium due from that tenant.
- 3.4 Section 47 of the Law of Property Act 1925 does not apply.
- 3.5 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

## 4. Title

- 4.1 Unless **general condition** 4.2 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 following the **contract date**.
- 4.2 The buyer may raise no requisition or objection to any **documents** made available before the **auction** but in relation to any of the **documents** that is not available before the **auction** the following provisions apply:
- (a) 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 of all documents noted on the register that affect the **lot**
- (b) 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 15 years old) and must produce to the **buyer** the original or an examined copy of every relevant **document**
- (c) 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**.
- 4.3 Unless otherwise stated in the **special conditions** the **seller** sells with full title guarantee except that:
- (a) all matters recorded in registers open to public inspection are to be treated as within the actual knowledge of the **buyer** and
- (b) any implied covenant as to compliance with tenant's obligations under leases does not extend to the state or condition of the **lot** where the **lot** is leasehold property.
- 4.4 If title is in the course of registration title is to consist of certified copies of:
- (a) the **documents** sent to the Land Registry
- (b) the application to the Land Registry and a letter under which the **seller** or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration documents to the **buyer**.
- 4.5 The **transfer** is to have effect as if expressly subject to all matters subject to which the **lot** is sold under the **contract**.

4.6 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**.

## 5. Transfer

5.1 Unless a form of **transfer** is set out in 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 5.2 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**.

5.2 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.

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

## 6. Completion

6.1 **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.

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

6.3 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.

6.4 Unless the **seller** and the **buyer** otherwise agree **completion** takes place when both have complied with their obligations under the **contract** and the total payment is unconditionally received in the **seller's** conveyancer's client account.

6.5 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**.

6.6 Where applicable the **contract** remains in force following **completion**.

## 7. Notice to complete

7.1 The **seller** or the **buyer** may on or after the **agreed completion date** but before **completion** give the other notice to complete within 10 **business days** (excluding the date on which the notice is given) making time of the essence.

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

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

- (a) rescind 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**.

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

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

## 8. If the contract is brought to an end

If the **contract** is rescinded or otherwise 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**
- (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 general condition 7.3.

## 9. Landlord's licence

9.1 Where the **lot** is leasehold land and licence to assign is required this condition applies.

9.2 The **contract** is conditional on that licence being obtained, by way of formal licence if that is what the landlord can lawfully require.

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

9.4 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.

9.5 The **buyer** must:

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

9.6 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) by notice to the other rescind the **contract** at any time before licence is obtained. Rescission is without prejudice to the claims of either **seller** or **buyer** for breach of this condition 9.

## 10. Interest and apportionments

10.1 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**.

10.2 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.

10.3 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.

10.4 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 a period of less than a year accrues at an equal daily rate during the period to which it relates
- (c) where the amount to be apportioned is not known at **completion** apportionment is to be made by reference to the best estimate then available 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

(d) rent payable in arrear for a period that includes the day of apportionment is to be apportioned for that period as if paid in advance.

## 11. Arrears

11.1 The **seller** retains the right to receive and recover **old arrears**.

11.2 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, distrain or forfeit the **tenancy**

(b) pay them to the **seller** within five **business days** of receipt in cleared funds (plus interest at the **interest rate** calculated on a daily basis for each subsequent day's delay in payment)

(c) on request, at the cost of the **seller**, assign to the **seller** or as the **seller** may direct the right to demand and sue for **old arrears**, such assignment to be in such form as the **seller's** conveyancer may reasonably require

(d) if reasonably required, allow the **seller's** conveyancer to have on loan the counterpart of any **tenancy** against an undertaking to hold it to the **buyer's** order

(e) not 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 this condition 11.

11.3 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**.

## 12. Management

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

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

12.3 Unless set out in the **special conditions** the **seller** must consult the **buyer** on all management issues that would affect the **buyer** after **completion**, such as an application for licence or a rent review under a **tenancy**, 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**.

## 13. Rent deposits

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

13.2 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.

13.3 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.

## 14. VAT

14.1 Where the **conditions** require money to be paid the payer must also pay any **VAT** that is chargeable on that money, but only if given a valid **VAT** invoice.

14.2 Where the **special conditions** state that no **VAT election** 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.

## 15. Transfer as a going concern

15.1 Where the **special conditions** so state the **seller** and the **buyer** intend the sale to be treated as a transfer of a going concern and this condition applies.

15.2 The **seller** confirms that the **seller** or a company in the same **VAT** group:

(a) is registered for **VAT** and

(b) has, where necessary, made in relation to the **lot** a **VAT election** that remains valid.

15.3 The **buyer**:

(a) is registered for **VAT**, either in the **buyer's** name or as a member of a **VAT** group

(b) has made, or will make before **completion**, a **VAT election** in relation to the **lot**

(c) is to give to the **seller** as early as possible before the **agreed completion date** evidence of the **VAT** registration and that a **VAT election** has been made and notified in writing to HM Revenue and Customs

(d) must not revoke the **VAT election**. and if it does not produce the relevant evidence at least two **business days** before the **agreed completion date**, general condition 14.1 applies at **completion**.

15.4 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

15.5 Unless the **seller** obtains agreement to the contrary from HM Revenue and Customs

(a) the **seller** must on or as soon as reasonably practicable after **completion** transfer to the **buyer** all **VAT** records for the **lot** and

(b) the **buyer** must keep those records available for inspection by the **seller** at all reasonable times.

15.6 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** and

(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 15, the **buyer** must pay and indemnify the **seller** against all costs, interest, penalties or surcharges that the **seller** incurs as a result.



**16. Capital allowances**

- 16.1 This condition applies where the **special conditions** state that there are capital allowances available in respect of the **lot**.
- 16.2 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.
- 16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the **special conditions**.
- 16.4 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, 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.

**17 Maintenance agreements**

- 17.1 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**.
- 17.2 The **buyer** must assume, and indemnify the **seller** in respect of, all liability under such contracts from the **actual completion date**.

**18. Landlord and Tenant Act 1987**

- 18.1 This condition applies where the sale is a relevant disposal for the purposes of part I of the Landlord and Tenant Act 1987.
- 18.2 Unless the **special conditions** state otherwise the **seller** warrants that the **seller** has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

**19. Sale by practitioner**

- 19.1 This condition applies where the sale is by a **practitioner** as agent of the **seller**.
- 19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.
- 19.3 The **practitioner** and the **practitioner's** partners and staff have no personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding the personal liability of the **practitioner** and of the **practitioner's** partners and staff.
- 19.4 The **lot** is sold:
- (a) in its condition at **completion**
  - (b) whether or not vacant possession is provided
  - (c) for such title as the **seller** may have and
  - (d) with no title guarantee. and the **buyer** has no right to rescind the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.
- 19.5 Where relevant:
- (a) the **documents** must include certified copies of the charge under which the **practitioner** is appointed, the document of appointment by the lender 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.
- 19.6 The **buyer** understands this condition 19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

**20. TUPE**

- 20.1 Unless the **special conditions** state that **TUPE** applies then the **seller** warrants that there are no employees whose contracts of employment will transfer to the **buyer** on **completion**.
- 20.2 If the **special conditions** state that **TUPE** applies then:
- (a) the **seller** has informed the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion**
  - (b) not less than five **business days** before the **agreed completion date** the **buyer** must confirm to the **seller** that the **buyer** has offered to employ those employees on the same terms as, or better terms than, their existing contracts of employment
  - (c) the **buyer** is to keep the **seller** indemnified against all liability for those employees after **completion**.

**21. Environmental**

- 21.1 This condition only applies where the **special conditions** so provide.
- 21.2 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**.
- 21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

**22. Service charge**

- 22.1 This condition applies where the **lot** is sold subject to **tenancies** that include service charge provisions.
- 22.2 No apportionment is to be made at **completion** in respect of service charges.
- 22.3 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.
- 22.4 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 and in respect of payments on account that are still due from a tenant **condition 11 (arrears)** applies.
- 22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay any incurred in respect of the period before **actual completion date** and the **buyer** must pay any 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**.
- 22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure:

- (a) the **seller** must assign 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.

### 23. Rent reviews

23.1 This condition 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.

23.2 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.

23.3 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.

23.4 The **seller** must:

- (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.

23.5 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.

23.6 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.

23.7 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**.

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

### 24. Tenancy renewals

24.1 This condition 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.

24.2 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.

24.3 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.

24.4 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
- (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.

24.5 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.

### 25. Warranties

25.1 Available warranties are listed in the **special conditions**.

25.2 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
- (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.

25.3 If a warranty is not assignable the **seller** must on **completion**:

- (a) hold the warranty on trust for the **buyer**
- (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.

### 26. 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**.

### 27. Notices and other communications

27.1 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.

27.2 If a communication is delivered by hand or is otherwise proved to have been received then it is given when delivered or received. If delivered or received after 1700 hours on a **business day** it is to be treated as received on the next **business day**.

27.3 If a communication is to be relied on that is not delivered by hand or otherwise proved to have been received it must be sent by first-class registered or recorded delivery post to the address of the person to whom it is to be given as specified in the **sale memorandum**. Such a communication will be treated as received on the second **business day** after it has been posted.

### 28. Contracts (Rights of Third Parties)

#### Act 1999

The **contract** is enforceable only by the **seller** and the **buyer** and (if applicable) their successors in title and, to the extent permitted by the **conditions**, by the **auctioneers**.

# Cottons

## IMPORTANT NOTICE

We are currently updating our mailing list so, if you require a catalogue for our next May 13th 2009 at Aston Villa Football Club, Aston Villa, Birmingham. please complete the slip below and either hand it to us at the auction or post it to us at the address below. If we do not receive this then your details will be erased from our Mailing List. Alternatively, you may wish to subscribe to our annual Mailing List at cost of £25.00 including VAT which should be enclosed when you return this form to receive Catalogues for the next 12 months from the date of subscription.

Name

Address

Telephone No's

Date

Signature

### **‘The Auctioneers’**

Cottons have been successfully disposing of property by Auction for well in excess of 50 years and are well established as one of the leading Auctioneers outside of London.

Our major auctions are held regularly at The Aston Villa Football Club and typically comprise of an extensive range of residential and commercial property, land and ground rent investments.

Whilst our catalogue will normally comprise of property within the Midlands Region, we have a proven track record for selling lots further afield and extending across the U.K.

**IF YOU HAVE A PROPERTY TO INCLUDE IN A FUTURE AUCTION CONTACT THE AUCTION TEAM NOW ON 0121 247 2233**

**In addition, our extensive knowledge and expertise developed over the years enables us to provide our clients with a comprehensive range of quality services comprising;**

### **‘The Estate Agents’**

We now offer an unrivalled Estate Agency service from our offices at 305 Bearwood Road, Smethwick, and at 361 Hagley Road, Edgbaston. For a list of properties currently available or for a free market appraisal please telephone 0121 533 4747.

### **‘The Letting Agents’**

We provide a specialised letting service for both Landlords and Tenants.

### **‘The Property Managers’**

We currently manage an extensive range of residential, commercial and industrial property throughout the UK for both private and corporate clients.

### **‘The Estate Managers’**

We specialise in managing estate property of all types whether it be a block of flats/apartments, an office development, an industrial estate or a ground rent portfolio.

### **‘The Surveyors’**

Our survey and valuation department is experienced in the valuation of all types of residential and commercial property.

### **‘The Property Insurance Specialists’**

In conjunction with our brokers we can offer an extensive range of Insurance services for all types of property including buildings and contents cover and landlord's rental guarantee.

**If you are looking for an Agent to provide unrivalled advice and service then please contact us.**

# Location



# Cottons

Chartered Surveyors

Auction Department  
361 Hagley Road  
Edgbaston  
Birmingham  
B17 8DL

Also at

305 Bearwood Road  
Smethwick,  
West Midlands, B66 4DP

452 Stratford Road,  
Shirley, Solihull,  
West Midlands B90 4AQ

Tel: 0121 247 2233

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E-mail: [auctions@cottons.co.uk](mailto:auctions@cottons.co.uk)

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