

15th OCTOBER 2015

Cottons

CHARTERED SURVEYORS

AUCTION

THURSDAY 15th OCTOBER 2015
11:00 AM

LOCATION

ASTON VILLA FOOTBALL CLUB
VILLA PARK
BIRMINGHAM
B6 6HE

0121 247 2233 auctions@cottons.co.uk

www.cottons.co.uk

Important notice to be read by all bidders

Condition of Sale

Each Property/Lot will, unless previously withdrawn, be sold subject to the special and general conditions of sale which have been prepared by the Vendors Solicitors.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

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

Auctioneers Advice

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

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

IMPORTANT NOTICE

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

Proceeds of Crime Act 2002/ Money Laundering Regulations 2003

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

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

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

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

Credit card or Business card Payments

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

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

ID

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

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

Third Party Bidding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Misrepresentation Act

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

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

Definition

Definition of Guide Prices

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

Definition of Reserve Price

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

A Collective Auction Sale of 43 LOTS

Order of Sale

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

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

1	11 BRENTWOOD GROVE, GREAT BARR, BIRMINGHAM, B44 8UW	Freehold Vacant Residential	34	29 DAWSON AVENUE, BILSTON, WEST MIDLANDS WV14 9BJ	Freehold Residential Investment
2	128 STAFFORD STREET, DUDLEY, WEST MIDLANDS DY1 1RS	Freehold Commercial Investment	35	31 LUPIN ROAD, DUDLEY, WEST MIDLANDS DY2 7NR	Freehold Residential Investment
3	39 COLDBATH ROAD, MOSELEY, BIRMINGHAM, B13 0AG	Freehold Residential Investment	36	41 WATFORD ROAD, COTTERIDGE, BIRMINGHAM, B30 1JB	Freehold Vacant Commercial
4	219 COTTERILLS LANE, WARD END, BIRMINGHAM, B8 3RS	Freehold Investment	37	7 STOCKTON COURT, MASON STREET, BILSTON, WEST MIDLANDS WV14 9SY	Leasehold Vacant Residential
5	LAND ADJ 63 KIRKWOOD AVENUE, ERDINGTON, BIRMINGHAM, B23 5QQ	Freehold Land with Potential	38	FGR 484 BARROWS LANE, SHELDON, BIRMINGHAM, B26 3BH	Freehold Ground Rent
6	FLAT ABOVE 303A LONG LANE, HALESOWEN, WEST MIDLANDS B62 9LB	Leasehold Vacant Residential	39	FGR 488 BARROWS LANE, SHELDON, BIRMINGHAM, B26 3BH	Freehold Ground Rent
7	33 LIME STREET, WOLVERHAMPTON, WEST MIDLANDS WV3 0EX	Freehold Vacant Residential	40	APT 3, HOUNSFIELD FARM HOUSE, HOUNSFIELD LANE, WYTHALL, B47 6LS	Leasehold Vacant Residential
8	37 FESTING STREET, STOKE-ON-TRENT, ST1 2HY	Freehold Vacant Residential	41	59 ROCK ROAD, OLTON, SOLIHULL, WEST MIDLANDS B92 7LD	Freehold Residential Investment
9	61 STATION ROAD, NORTHFIELD, BIRMINGHAM, B31 3TE	Freehold Residential Investment	42	19 HEREFORD WALK, MARSTON GREEN, BIRMINGHAM, B37 5PJ	Freehold Vacant Residential
10	CRADLEY HEATH LABOUR CLUB, 5 GRAINGERS LANE, CRADLEY HEATH B64 6AH	Freehold Vacant Social Club			
11	22 STOURBRIDGE ROAD, KIDDERMINSTER, WORCESTERSHIRE DY10 2PN	Freehold Residential Investment			
12	26 HIGH STREET, STOURPORT-ON-SEVERN, WORCS, DY13 8BJ	Freehold Vacant Commercial			
13	5A BROOK SQUARE, RUGELEY, STAFFORDSHIRE WS15 2DT	Freehold Vacant Commercial			
14	GARAGES ADJACENT TO 74 VIMY ROAD, BILLESLEY, BIRMINGHAM, B13 0UB	Freehold Lock-Up Garages			
15	WELLINGTON HOUSE, 120 WELLINGTON ROAD, DUDLEY, DY1 1UB	Freehold Vacant Commercial			
16	55 - 56 LOWER HIGH STREET, WEDNESBURY, WEST MIDLANDS WS10 7AL	Freehold Vacant Commercial			
17	REDEVELOPMENT SITE ADJ 12 LLOYD HILL, STOURBRIDGE ROAD, PENN, WV4 5NE	Freehold Development Land			
18	82 STAFFORD STREET, WILLENHALL, WEST MIDLANDS WV13 1RT	Freehold Investment			
19	3 OAKWOOD ROAD, SPARKHILL, BIRMINGHAM, B11 4EX	Freehold Vacant Residential			
20	61 YORK ROAD, ERDINGTON, BIRMINGHAM, B23 6TG	Freehold Residential Investment			
21	230 STRATFORD ROAD, SHIRLEY, SOLIHULL, WEST MIDLANDS B90 3AG	Freehold Commercial Investment			
21A	846-848 STRATFORD ROAD, SPARKHILL, BIRMINGHAM, B11 4BS	Freehold Vacant Possession			
22	LAND AT HARTSHORN STREET, BILSTON, WEST MIDLANDS WV14 0HD	Freehold Land with Potential			
23	59 - 60 TOWER STREET, DUDLEY, WEST MIDLANDS DY1 1ND	Freehold Redevelopment Opp.			
24	FLAT 11, 52 GRAVELLY HILL NORTH, ERDINGTON, BIRMINGHAM, B23 6BB	Leasehold Residential Investment			
25	54 TEW PARK ROAD, HANDSWORTH, BIRMINGHAM, B21 0TR	Freehold Residential Investment			
26	THE WHEATSHEAF, BROMYARD ROAD, WHITBOURNE, WORCESTER, WR6 5SF	Freehold Public House			
27	27 DRAYTON ROAD, BEARWOOD, SMETHWICK, WEST MIDLANDS B66 4AJ	Freehold Vacant Residential			
28	69 ST. MARYS ROAD, BEARWOOD, SMETHWICK, WEST MIDLANDS B67 5DH	Freehold Vacant Residential			
29	78 BROMWICH ROAD, WORCESTER, WR2 4AW	Freehold Vacant Residential			
30	186-210 NEW ROAD, RUBERY, BIRMINGHAM, B45 9JA	Freehold Commercial Investment			
31	FLAT 1, 78 PERSEHOUSE STREET, CHUCKERY, WALSALL, WS1 2AR	Leasehold Vacant Residential			
32	FORMER BOWLING GREEN & ALLOTMENT, CHURCH ROAD, WEOBLEY, HR4 8SE	Freehold Land with Potential			
33	THE WHITE HART PUBLIC HOUSE, 43 ROUNDWELL ST, STOKE-ON-TRENT, ST6 5JJ	Freehold Public House			

Auctioneers

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

Valuers: Ian M. Axon, Stephen, D. Sutton B.Sc. (Est.Man.) FRICS
 Dan O'Malley B.Sc. (Hons.) HND

Auction Manager: Sue Worrall

Auction Team: Richard Longden B.Sc.(Hons.) MRICS, Nada Turton B.A, Julie Murphy, Sharron Sheldon, John Askam B.A, Joanne Palmer, Laura Steventon B.A, Jason Coombes B.A, Ossie O'Malley, Andrew Smith, Nick Burton, Richard Gaines, Kevin Hogan, Trish Doyle.

IMPORTANT NOTICE FOR PURCHASERS AT AUCTION

All Bidders must arrive at the Auction with the required Identification Documents and appropriate means of Deposit Payment. If you fail to comply with these requirements, you will be unable to bid.

ID REQUIREMENTS

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

DEPOSIT/PAYMENT METHODS

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

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

Please note we only accept Visa and MasterCard

All cards must be Chip & Pin enabled

AUCTIONEER'S ADMINISTRATION FEE

Immediately following your successful auction bid you are required to pay the auctioneer's administration charge as detailed in the auction catalogue

LOT 1

Freehold Vacant Possession

*Guide Price: £78,000 - £83,000

11 Brentwood Grove, Great Barr, Birmingham, West Midlands B44 8UW

Property Description:

A two storey mid terraced house of brick construction surmounted by a pitched interlocking tile clad roof, benefiting from UPVC double glazed windows and external doors, gas fired central heating, three bedrooms, modern kitchen and bathroom fittings and has potential for rear car parking/erection of a garage accessed by way of a shared vehicular driveway.. The property is set back from the road behind a lawned foregarden and Brentwood Grove comprises of a cul-de-sac leading directly off Birkenshaw Road which is located between Old Oscott Lane and Dyas Road and forms part of a popular residential area.

Accommodation:

Ground Floor

UPVC Double Glazed Porch, Entrance Hall, Front Reception Room, Dining Room opening to Kitchen with a range of fitted units.

First Floor

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

Outside:

Front: Lawned foregarden with shared pedestrian entry access.

Rear: Paved patio and a generous lawned garden with potential for off road car parking/erection of a garage accessed by way of a shared vehicular driveway.

Viewings: Via Cottons – 0121 247 2233

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



LEGAL PACKS

Once you have successfully bid for a property you have become the legal purchaser and are duty bound to complete within the contractual time scale.

It is therefore your responsibility to consult your legal advisor and to have inspected the legal documentation which has been prepared for each lot by the vendor's solicitors prior to the Auction.

The Legal Pack is available at the Auctioneers offices and website during the marketing period and in the auction room on the sale day. By bidding you are deemed by the Auctioneers to have satisfied yourself in respect of all matters relating to that property.

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

LOT 2

Freehold Retail/Flat Investment

*Guide Price: £30,000 - PLUS

By Instruction of the Joint LPA Receivers

128 Stafford Street, Dudley, West Midlands DY1 1RS

Property Description:

A two storey brick built premises comprising an open fronted ground floor retail unit and a one bedroom first floor flat.

The property forms part of Dudley Town Centre and is located close to the junction with High Street providing access to a wide range of retail amenities and services.

Tenancy Information

Ground Floor: Let on a lease which commenced on 24th September 2014 at a rent of £50 per week (£2,600 per annum)
 First Floor Flat: Let on an Assured Shorthold Tenancy at a rental of £320 per calendar month (£3,840 per annum).

Total Rental Income: £6,440 per annum

Accommodation:

Ground Floor

Open Fronted Retail Shop with roller shutter protection: 13.96sq.mtrs (150sq.ft), Store Room: 9.94sq.mtrs (107sq.ft) maximum including Toilet with wash basin and wc

Flat Accommodation

Private Ground Floor Access from Stafford Street, Entrance Hall

First Floor

Stairs and Landing with walk-in Store, Lounge, Small Kitchen, Bathroom with bath having shower over, wash basin and wc, Bedroom

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £495 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £195 + VAT. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Auction deposits may be paid by the following methods

Debit/Credit Card

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

Personal/Company Cheque/Bank or Building Society Draft

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

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

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

Cottons
 CHARTERED SURVEYORS

LOT 3

Freehold Residential Part Vacant/Part Investment

*Guide Price: £95,000 - £105,000

39 Coldbath Road, Moseley, Birmingham, West Midlands, B13 0AG



Property Description:

An end terraced property of rendered brick construction set back from the road behind a walled foregarden. The property has been formally converted to provide two separate self-contained one bedroomed flats. Both flats benefit from having UPVC double glazing and gas fired central heating. The property further benefits from having a concrete/brick built store to the rear that is currently let as a store/office at a rental of £120 pcm. The ground floor flat has recently become vacant and has been refurbished throughout and has previously been let at a rental of £440 pcm. The first floor flat is currently let at £425 pcm a schedule of tenancies are detailed below. The property is located on Coldbath Road (B4146) adjacent to the junction of Milbrook Gardens

Schedule of Tenancies

Ground Floor Flat : Vacant (previously let at £440 pcm (£5,280 per annum))
First Floor Flat : Let on an Assured Shorthold Tenancy at £425 pcm (£5,100 per annum)
Office/Store : Let at £120 pcm (£1,440 per annum)

Total Rental £6,540 per annum

Total Rental when fully let £11,820 per annum

Accommodation

Ground Floor Flat

Kitchen/Diner, Lounge, Bedroom, Bathroom having corner bath, wash basin and WC

First Floor Flat

Accessed via stairs to the rear having Entrance Hallway, Bathroom having panelled bath, wash basin and WC, Kitchen, Lounge and Bedroom and Roof Terrace

Outside:

Allocated parking space located in Milbrook Gardens

Concrete built store/office

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 4
Freehold Investment
 *Guide Price: £82,000 - £88,000

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

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

Schedule of Tenancies

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

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

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

Accommodation:
Ground Floor Retail Unit

Reception/Salon Area (15.28 Sq.mtrs) Treatment Room (12.85 Sq.mtrs) Store Room 1 (14.08 Sq.mtrs) Store 2 (10.49 Sq.mtrs)

Ground and First Floor Flat

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

Outside:

Front Paved Area

Rear Paved Garden

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk


Cottons
 CHARTERED SURVEYORS

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

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

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

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

LOT 5

Freehold Land
*Guide Price: £10,000 - £15,000

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

Property Description:

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

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

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

Planning

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

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only



LOT 6

Leasehold Vacant Possession
*Guide Price: £40,000 - £45,000

Flat above, 303A Long Lane, Halesowen, West Midlands B62 9LB

Property Description:

A first floor three bedroom flat situated above 303, 303A and 304 Long Lane. The flat benefits from having UPVC double glazing, gas fired central heating and secure private access fronting Long Lane. We understand from the vendor that the property has previously been let producing a rental of £425 per calendar month (£5,100 per annum). The property is located close to the junctions with both Belgrave Road and Nimmings Road

Accommodation:

Ground Floor

Entrance off Long Lane, Stairs to

First Floor

Having Entrance Hallway, Lounge, Kitchen, 3 Double Bedrooms and Bathroom having panelled bath, wash basin, Separate WC

Leasehold Information

Term 99 years from 9th October 1990

Ground Rent £50 per annum

Legal Documents

Available at www.cottons.co.uk

Viewings

Via Cottons - 0121 247 2233



LOT 7

Freehold Vacant Possession

*Guide Price: £56,000 - £62,000

33 Lime Street, Wolverhampton, West Midlands WV3 0EX

Property Description:

An extended mid terraced property of brick construction surmounted by a tiled roof directly fronting the pavement. The property benefits from having UPVC double glazing and gas fired central heating. Lime Street is located off both Fisher Street and Owen Road.

Accommodation:

Ground Floor

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

First Floor

Three Bedrooms and WC

Outside

Rear : Garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 8

Freehold Vacant Possession

*Guide Price: £40,000-£45,000

37 Festing Street, Stoke-on-Trent, Staffordshire ST1 2HY

Property Description:

An end terraced property of brick construction, surmounted by a tiled roof, set back from the road behind a small walled foregarden.

The property benefits from having UPVC double glazing and gas-fired central heating.

Festing Street is located off both Mayer Street and St John Street.

Accommodation:

Ground Floor

Through Lounge, Kitchen and Bathroom, having panelled bath, wash basin and wc.

First Floor

Two Bedrooms.

Outside:

Front Small walled foregarden.

Rear Yard

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 9

Freehold Investment

*Guide Price: £80,000-£86,000

61 Station Road, Northfield, Birmingham, B31 3TE

Property Description:

A mid-terrace property surmounted by a tiled roof directly fronting the pavement.

The property offers well laid out accommodation and includes UPVC double glazing and gas-fired central heating.

The property is located on Station Road, close to the Junction with Church Hill and is within walking distance to Northfield Railway Station.

The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £543 per calendar month (£6,516 per annum).

Accommodation:

Ground Floor

Lounge, Inner Hallway, Kitchen/Diner and Bathroom, having panelled bath, shower over, wash basin and wc.

First Floor

Two Bedrooms.

Outside:

Rear: Garden and Patio area.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 10

Freehold Vacant Social Club - Potential for Alternative Use/Redevelopment

*Guide Price: £160,000 - £180,000

Cradley Heath Labour Club 5 Graingers Lane, Cradley Heath, West Midlands, B64 6AH



Property Description:

The property comprises a two storey working men's club located in a prominent position next to a municipal car park within Cradley Heath. The property comprises a front section being a pair of former semi detached dwellings of rendered brick construction, surmounted by a pitched asphalted slate clad roof and which has been converted to offices and bar accommodation to the ground floor with further offices and staff accommodation to the first floor. Adjoining and to the rear of this building is a substantial two storey building of traditional brick construction surmounted by a timber framed, barrel vaulted roof housing function rooms on both ground and first floors. Both function rooms include bar areas and stages. Adjacent to the main accommodation is two storey lavatory block of brick construction and a range of outbuildings.

The property is located to the northern section of Graingers Lane, close to the junction where Cradley Road meets High Street (A4100) which provides access to a wide range of retail amenities and services. The surrounding area comprises a dense residential catchment area interspersed with various commercial and industrial buildings and Cradley Heath is situated approximately three miles to the east of Stourbridge Town Centre, three miles to the north of Halesowen and three miles to the south of the M5 Motorway (junction 2).

Planning

The property offers flexible and well laid out accommodation and may be suitable for a variety of similar and alternative uses and all interested parties

should contact the local planning department at Dudley Council to discuss any proposals prior to bidding.

Accommodation

Ground Floor

Porch Entrance, Reception Hall, Meeting Room, Lounge/Front Bar, Small Office, Bar Area with Function Room and Stage, Lobby, Ladies and Gents Toilets and access to external Smoking Area

First Floor

Stairs and Landing, Board Room, Function Room with Bar and Stage, Lobby to Ladies and Gents Toilets, Managers/Staff Flat with Reception Room/Hall, Bathroom with bath, wash basin and wc, Breakfast Kitchen, Lounge and Two Double Intercommunicating Bedrooms

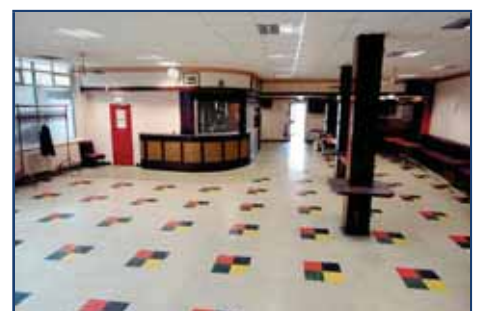
Outside:

Side yard area and a range of brick built stores

Gross Int. Area: 648.22sq.mtrs (6,977sq.ft)

Viewings: Via Cottons – 0121 247 2233

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



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



LOT 11
Freehold Investment - Six Self Contained Flats

*Guide Price: £225,000 - £245,000

22 Stourbridge Road, Kidderminster, Worcestershire, DY10 2PN

Property Description:

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

A schedule of tenancies are detailed below

Schedule of Tenancies

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

Total Rental £1,560 pcm (£18,720)

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

Accommodation
Ground Floor

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

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

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

Second Floor

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

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

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



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

Viewings – Via Cottons – 0121 247 2233

Outside:

Communal parking to the rear



LOT 12

Freehold Vacant Banking Premises & 2nd Floor Ground Rent Investment

*Guide Price: £160,000 PLUS

Commercial Bank Premises, 26 High Street, Stourport-on-Severn, Worcestershire, DY13 8BJ



Property Description:

A three storey premises prominently located on High Street, formerly occupied by a commercial bank and of brick construction surmounted by a pitched interlocking tile clad roof comprising of a ground floor banking hall with ancillary accommodation including basement, first floor offices and a separate self contained flat to the second floor which is subject to a long leasehold interest for a term of 125 years. The property is situated on the busy Stourport High Street immediately adjacent to Boots the Chemist and WH Smith and containing a wide range of multiple and local retailers serving both the surrounding and predominantly residential catchment area along with the large number of tourists visiting the town and its associated waterways which include The River Severn, The River Stour and both the Staffordshire and Worcestershire Canals.

Planning

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

Accommodation:

Ground Floor

Former Banking Premises with Entrance, Banking Hall with file lift, Two Private Offices and Side Entrance Hall, Rear Office, Rear Entrance Lobby

Basement

Hallway, Three Stores, File Lift, Boiler Room and Two Strong Rooms.

First Floor

Stairs and Landing, Open Plan Office, Store, Staff Room, Ladies and Gents Toilets each with separate wc and wash room.

Outside:

Rear: Car parking area and stair access to Second Floor Flat (not inspected)

Net Internal Area

Ground Floor: 92.01sq.mtrs (991sq.ft)

Basement: 37.3sq.mtrs (401sq.ft)

First Floor: 85.45sq.mtrs (919sq.ft)

Second Floor: Not Applicable

Tenure

The property is offered freehold with vacant possession with the exception of the second floor flat which is subject to a lease for a term of 125 years which commenced 23 June 2003 paying an annual ground rent of £100 rising during the term.

Viewings: Via Cottons – 0121 247 2233

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



2nd Floor Flat Subject to 125 Year Lease.

LOT 13

Freehold Shop with Vacant Possession

*Guide Price: £70,000-£77,000+VAT

5A Brook Square, Rugeley, Staffordshire WS15 2DT

Property Description:

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

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

The property provides well-configured retail accommodation on the ground floor with useful storage or ancillary accommodation above. Whilst the building is of three-storey construction, the second floor has currently been sealed off.

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

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

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

Accommodation:

Ground Floor

Retail Area: 18.9 sq m (204 sq ft)

First Floor

Ancillary Storage: 16.2 sq m (174 sq ft)

Toilet with wc and wash basin.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 14

Three Freehold Lock-Up Vacant Garages

*Guide Price: £6,000-£8,000

Garages Adjacent to 74 Vimy Road, Billesley, Birmingham, West Midlands B13 0UB

Property Description:

Three lock-up garages set back behind a tarmac covered yard and subject to third party rights of way over.

Vimy Road comprises a cul de sac located off Menin Road which in turn is found off Brook Lane and forms part of a popular and predominantly residential area.

Tenure

The three garages and yard area are Freehold with Vacant Possession. Part of the yard contains an Electricity Sub Station which is subject to a long leasehold for a term of 99 Years from 1st January 1972 at a Peppercorn Ground Rent.

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



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

LOT 15

Wellington House, 120 Wellington Road, Dudley, West Midlands DY1 1UB



Property Description:

An extensive and well laid out modern office and warehouse/industrial premises, prominently situated fronting Wellington Road, benefitting from a rear frontage to Turner Street, providing flexibility of dual access and potential for sub-division. The frontage of the property comprises single and part two-storey office premises of brick construction, surmounted by multi-pitched tile roofs and includes a range of private and open plan style office accommodation, benefitting from aluminium framed double glazed windows, suspended ceiling, concealed lighting and wall-mounted electric heating.

The industrial accommodation comprises of three adjoining warehouse bays, with roller shutter door access off Turner Street. Two of the bays are of steel portal framed construction, with brick/profiled sheeted walls surmounted by pitched profiled sheeted roofs and Bay 3 is of steel framed construction surmounted by a pitched and insulated corrugated roof and has been extended to the side. Additional office accommodation has been partitioned in each of the three bays and mezzanine storage is available to the warehouse accommodation.

The property benefits from two car parking areas, the main car parking running between Wellington Road and Turner Street, with tarmac surface and containing approximately 15 spaces. Secondary car parking/ yard area is located off Turner Street. The property is located close to the junction with Dock Lane and forms part of a mixed area, with the immediate surrounding area containing predominantly commercial property.

Dudley Town Centre is located conveniently within half a mile distance to the north east .

Planning:

The property provides extensive and well laid out accommodation and may be suitable for a variety of alternate uses, including sub-division benefitting from the various road frontages and access arrangements.

Accommodation

The property contains a range of private and open plan offices and three warehouse/industrial bays/

Gross Internal Area: 1,641.49 sq m (17,641 sq ft) approximately.

Mezzanine Storage: 227.15 sq m (2,444 sq ft) approximately.

Approximate eaves height - Bays 1 and 2: 4 m (13' 2") Bay 3: 3.85m (12' 6")

Total Site Area: 0.70 acres (0.28 hectares) approximately.

Services:

All mains services are connected. Three gas fired eaves mounted blower units are located to the warehouse accommodation. The offices benefit from a ducted heating system and air-conditioning to part.

Completion Date:

Completion will be 3 months following exchange of contracts or sooner by mutual agreement.

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



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



Freehold Adaptable Modern Office and Warehouse Premises with Vacant Possession
*Guide Price: £380,000-£400,000

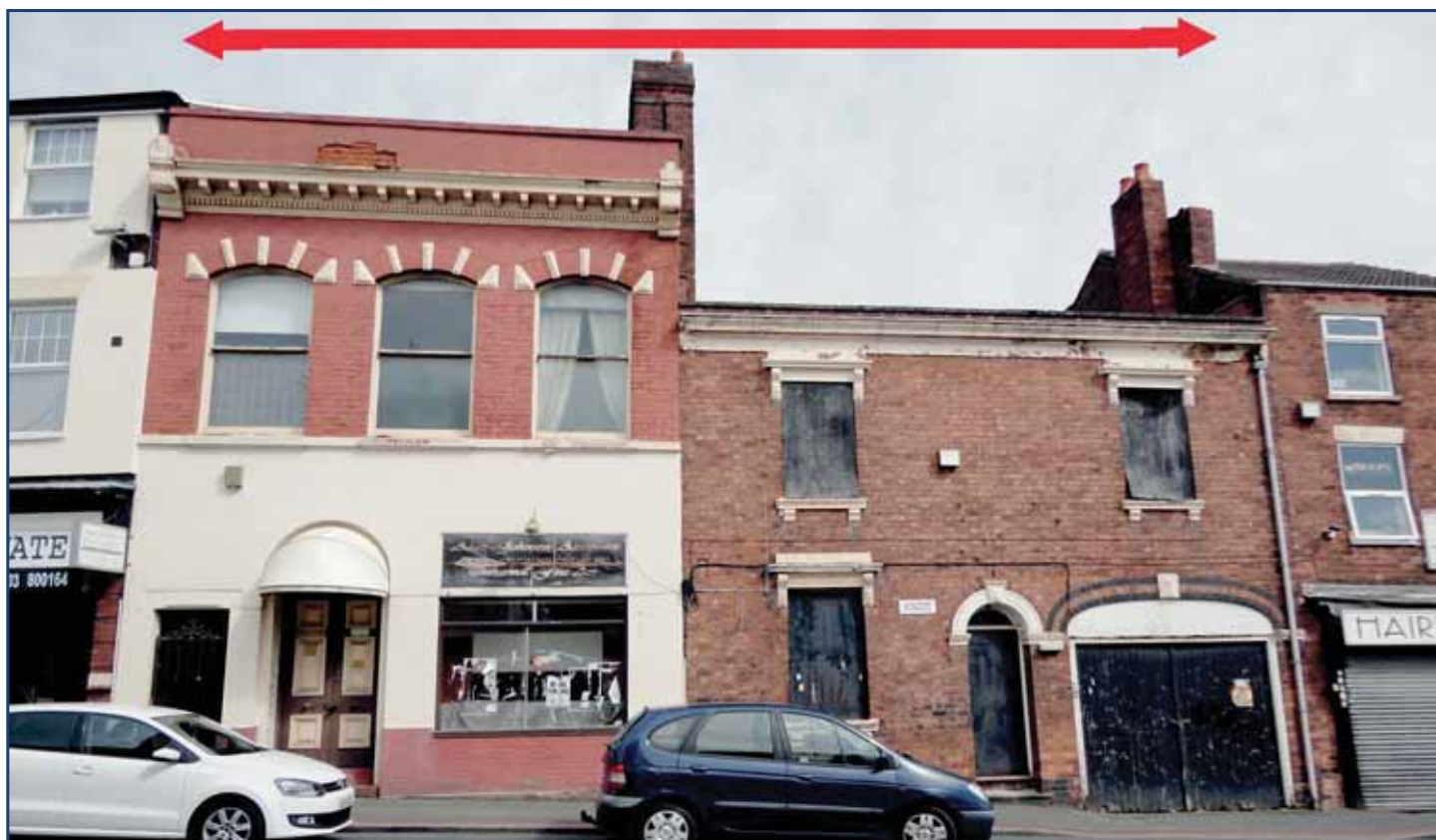


LOT 16

Two Freehold Vacant Premises & Land with Redevelopment Potential

*Guide Price: £120,000-£135,000

55-56 Lower High Street, Wednesbury, West Midlands, WS10 7AL



Property Description:

A pair of traditional built commercial premises, both directly fronting Lower High Street and forming part of Wednesbury Town Centre. The properties comprise: No. 55 Lower High Street known as Victoria Chambers, being of two-storey traditional brick construction with pitched slate clad roof set behind a parapet wall and No. 56 Lower High Street which was previously used as a Doctors Surgery and deceptively comprises a three-storey traditional brick built property surmounted by a pitched slate clad roof and includes a large workshop/warehouse premises accessed from the front elevation by way of the coach house doors. Both properties are in a state of disrepair and require repair and refurbishment throughout. In addition to the properties, a sizeable parcel of land is located directly to the rear and accessed by way of a vehicular right of way/driveway. The land parcel previously contained a traditional commercial building which was used for many years as a Bottling Plant prior to being demolished.

The property forms part of Wednesbury Town Centre and is located approximately two miles distance to the north of West Bromwich and approximately one and a half miles to the south of the M6 Motorway (Junction 9).

Planning:

The property may be suitable for a variety of alternate uses including residential redevelopment, subject to obtaining relevant planning consent from Sandwell Metropolitan Borough Council. Records contained on Sandwell councils website confirm that planning consent was granted on 25th January

2008 for proposed conversion and extension of the existing building to form ten apartments comprising nine one bedroom and one two bedroom with demolition of rear buildings to provide amenity space. Whilst the rear buildings appear to have been demolished, we understand consent has now lapsed, following the expiration of three years from the date of approval and all interested parties should contact Sandwell Planning Department to satisfy themselves of the existing planning status prior to bidding.

Existing Accommodation:

55 Lower High Street

Ground Floor: Entrance Hall, Two Rooms and Hallway with Stairs off.

First Floor: Stairs and Landing, Toilet Accommodation and Two Rooms.

Gross Internal Area (Ground and First Floors): 99.16 sq m (1,067 sq ft)

56 Lower High Street

Ground Floor: Reception Hall with Stairs off and Cellar access, Four Rooms, full length Workshop/Warehouse.

First Floor: Stairs and Landing, Four Rooms and Toilet Accommodation.

Second Floor: Stairs and Landing, to one Room.

Gross Internal Area:

Ground Floor: 148.04 sq m (1,593 sq ft)

First Floor: 84.96 sq m (914 sq ft)

Second Floor: Not Inspected

Outside:Rear: Parcel of amenity land with potential for alternate uses.

Total Site Area: 0.18 acres (730sq.mtrs.) approximately

Viewings:Via Cottons – 0121 247 2233

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

Important Note: Parts of the building are inaccessible and have not been inspected. All parties viewing this property must do so with utmost caution and entirely at their own risk. Neither the Seller nor the Auctioneers accept any liability for any injury or harm caused. We suggest that all parties viewing bring a torch.



LOT 17
Freehold Redevelopment Land

*Guide Price: £170,000 - PLUS

Redevelopment Site Adj to 12 Lloyd Hill, Stourbridge Road, Wolverhampton, West Midlands, WV4 5NE

Property Description:

A parcel of freehold land rectangular in shape and prominently fronting Stourbridge Road (A449) close to the junction with Penn Road and Spring Hill Lane. The site is considered suitable for a commercial/retail development (subject to obtaining planning consent) and fronts a busy commuter road in what is considered to be a popular and predominantly residential area located approximately three miles distance to the south west of Wolverhampton City Centre. The site extends to an area of approximately 0.258 acres (0.104 hectares) and has a frontage to Stourbridge Road of approximately 40 metres (131 feet).

Planning

Planning consent was granted by Wolverhampton City Council on 22nd August 2011 (Ref: 11/00387/FUL) for the development of a three storey veterinary practice including offices, staff accommodation and a retail area at the ground floor.

This planning consent has now lapsed. Following the vendor's discussions with Wolverhampton City Council, we understand that consideration will be provided to the redevelopment of the site for a suitable commercial/retail redevelopment and all interested parties should contact the local planning department of Wolverhampton City Council prior to bidding to discuss the viability for any proposals for the site.

Ground Condition Report

A full ground investigation report was carried out on 28 June 2011 providing a favourable summary of the ground conditions and confirmation of the removal of storage tanks used in connection with the site's former use as a petrol filling station. A copy of the ground condition report is available for inspection at the Auctioneers' offices.

Note: The lower image is the architects impression of the aforementioned lapsed planning consent (Ref: 11/00387/FUL)

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



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

LOT 18

Freehold Commercial/Residential Investment

*Guide Price: £175,000 - £195,000

82 Stafford Street, Willenhall, West Midlands WV13 1RT

Property Description:

A three storey property of brick construction surmounted by a tiled roof directly fronting the pavement. The premises comprise of a ground floor retail unit and a licensed six bed HMO (each room with ensuite shower room) and communal kitchen facilities to the first and second floors accessed via a separate entrance. The property further benefits from having a gated access providing off road parking to the rear. The property forms part of an established parade located within Willenhall Town Centre which contains a wide range of both local and national retailers. Stafford Street joins the pedestrianised market place area and accordingly benefits from a high level of pedestrian foot flow increasing on market days and is also enhanced by the presence of a nearby Morrisons Superstore. The property is fully let and produces £31,460 per annum a schedule of tenancies are detailed below

Schedule of Tenancies

Ground Floor Retail Shop : Let at £180 per week (£9,360 per annum)

Rooms 1-6 Are all let on Assured Shorthold Tenancy Agreements at the following rentals

Room 1 : £85 per week (£4,420 per annum)

Room 2 : £80 per week (£4,160 per annum)

Room 3 : £70 per week (£3,640 per annum)

Room 4 : £60 per week (£3,120 per annum)

Room 5 : £60 per week (£3,120 per annum)

Room 6 : £70 per week (£3,640 per annum)

Total rental income £31,460 per annum

Accommodation:

Ground Floor

Retail shop, WC and Store approximately 108 mt.sq (1162 sq.ft),

Separate entrance for residential , stairs to

First Floor

Please Note : All letting rooms have an en-suite shower room containing shower cubicle, wash basin and WC

Letting Rooms 1 and 2, Communal Kitchen, Rear fire escape

Second Floor

Rooms 3- 6.



Outside:

Rear Vehicular access via double gated doors off Stafford Street providing off road parking to the rear

Legal Documents Available at www.cottons.co.uk

Viewings Via Cottons – 0121 247 2233



DEPOSITS AND ADMINISTRATION FEE

On the fall of the hammer the successful bidder will be deemed to have legally purchased the lot and will be required to pay a deposit representing 10% of the purchase price (subject to a minimum of £2000) and in addition an Administration fee of £495 + VAT being payable on each lot purchased whether purchasing prior, during or after auction, except for lots with a purchase price of £10,000 or less then the fee will be £195 + VAT. All bidders must ensure that when arriving in the sale room that they have sufficient means to pay the required monies should their bid be successful.

Auction deposits may be paid by the following methods

Debit/Credit Card

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

Personal/Company Cheque/Bank or Building Society Draft

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

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

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

LOT 19
Freehold Vacant Possession

*Guide Price: £128,000 - £138,000

3 Oakwood Road, Sparkhill, Birmingham, West Midlands B11 4EX
Property Description:

A four bedroomed semi-detached property of brick construction surmounted by a tiled roof set back from the road behind a paved foregarden. The property benefits from having well laid out accommodation, gas fired central heating and part UPVC double glazing. The property is located on Oakwood Road close to the junction with Stratford Road (A34) which provides a wide range of local shops and amenities.

Accommodation:
Ground Floor

Entrance Hallway, Lounge, Dining Room, Kitchen Diner

First Floor

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

Second Floor

Attic Bedroom.

Outside:

Front Paved foregarden

Rear Garden with brick built store and WC

Viewings:

Via Cottons - 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk


LOT 20
Freehold Investment

*Guide Price: £100,000 - £107,000

61 York Road, Erdington, Birmingham, West Midlands B23 6TG
Property Description:

A traditional three storey end terraced house of brick construction, surmounted by a pitched replacement tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating and three double bedrooms.

The property occupies a convenient location centrally within Erdington and York Road runs directly between Sutton New Road (A5127) and Summer Road (B4142) and is within less than one quarter of a mile from Erdington High Street, a third of a mile from Erdington Railway Station and approximately one mile from the M6 Motorway (junction 6)

Tenancy Information

The property is let on an Assured Shorthold Tenancy at a rental of £600 per calendar month (£7,200 per annum). The tenants have indicated that they would like to remain at the property following expiry of their existing tenancy agreement.

Accommodation:
Ground Floor

Reception Hall, Front Reception Room, Rear Reception Room, Kitchen, Bathroom with panelled bath, pedestal wash basin, Separate WC

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double)

Second Floor

Stairs and Landing, Bedroom Three (large double)

Outside:

Front: Foregarden

Rear: Yard area

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 21

Freehold Retail Investment
*Guide Price: £280,000 - £300,000

230 Stratford Road, Shirley, Solihull, West Midlands, B90 3AG



Property Description:

A two storey freehold premises of brick construction surmounted by a pitched tile clad roof comprising of a ground floor retail shop with a self-contained two bedroom flat over. The property is well presented and the first floor flat benefits from UPVC double glazed windows.

The property is situated set back from Stratford Road behind a service road providing car parking and forms part of the busy and well regarded Shirley Shopping Centre which contains a wide range of retail amenities and services serving the surrounding predominantly residential catchment area.

Tenancy Information

The whole property is let to Acorns Children's Hospice Charity on a Full Repairing and Insuring lease for a term of 10 years which commenced on 16 July 2010 and at a current rental of £26,500 per annum subject to rent review on 16 July 2017.

Accommodation:

Ground Floor

Retail Shop: 58.45sq.mtrs (629sq.ft) with Changing Room, Store Room: 24.12sq.mtrs (259sq.ft), Rear Entrance Hall, Kitchen: 4.12sq.mtrs (44sq.ft), Store Room: 9.6sq.mtrs (103sq.ft), Toilet with wash basin and wc

First Floor

External Steel Stairs with Self-contained Flat, Kitchen with a range of units, Landing, Bathroom with panelled bath, wash basin and wc, Bedroom One (double), Bedroom Two (large single), Lounge

Outside:

Open yard area accessed by way of a shared vehicular driveway

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 21A**Freehold Double Shop and Two Self-contained Flats with Vacant Possession**

*Guide Price: £400,000-£435,000

846 - 848 Stratford Road, Sparkhill, Birmingham, B11 4BS**Property Description:**

A double freehold retail premises with two self-contained flats above, occupying a busy trading position fronting Stratford Road between the junctions with Grove Road and Greswolde Road. The property comprises a pair of three-storey, middle of terrace buildings of solid brickwork construction with pitched tiled roofs. There is a single-storey extension to the rear of the ground floor shop of brickwork construction with a flat roof.

The ground floor premises comprise a larger-style double shop unit, providing an extensive showroom or retail area, suitable for a wide variety of retail uses.

The first and second floors comprise two self-contained flats, each arranged to provide two or potentially three bedroom accommodation suitable for owner-occupation or separate letting and approached via a side entrance and separate rear access.

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

Accommodation:**Ground Floor**

Retail Area: 210.7 sq m (2,268 sq ft)

Flat 1:**First Floor**

Landing with understairs store cupboard, Living Room (Front), Bedroom/Dining Room, Kitchen (Rear), Bathroom/Toilet with white suite comprising bath, wash basin and wc.

Second Floor

Landing, Bedroom (Front) and Attic Room/Bedroom (Rear).

Flat 2:(Not inspected by the Auctioneers).

We are informed by the Vendor the accommodation details are as follows:

First Floor

Landing with understairs store cupboard, Living Room (Front), Bedroom/Dining Room, Bathroom/Toilet with white suite comprising bath, wash basin and wc and Kitchen (Rear).

Second Floor

Landing, Bedroom (Front) and Attic Room/Bedroom (Rear).

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

Via Cottons - 0121 2472233



LOT 22

Freehold Land

*Guide Price: £42,000-£46,000

Land at Hartshorn Street, Bilston, West Midlands WV14 0HD

Property Description:

A parcel of freehold land, roughly rectangular in shape and extending to an area of approximately 288 sq m (3,100 sq ft).

The parcel of land is located on Hartshorn Street close to the junction with Bilston High Street, which contains a wide variety of shops and amenities.

We understand that Tweeddale Architects of Wolverhampton acting on behalf of our Vendor, have proposed a scheme for the erection of a pair of semi detached Bungalows. However, no formal planning application has been submitted. All interested parties must satisfy themselves in full regarding the feasibility of the scheme with Wolverhampton City Council Planning Department.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

External Only


Cottons
 CHARTERED SURVEYORS

LANDLORDS!

How confident are you about the changes in the deregulation bill and how they affect your tenancies?

- Are you aware of the changes to Section 21 Notices?
- Are you Actually compliant with the deposit regulations?
- Do you need clear advice and guidance regarding Smoke & Carbon Monoxide Alarms?
- What do the regulations mean by
- Retaliatory evictions, and what impact will it have on ending a tenancy?

Get in touch with our lettings team for the very best advice for successful lettings, legal updates and competitive management fees.

0121 247 2299 / lettings@cottons.co.uk

Cottons
 CHARTERED SURVEYORS

RESIDENTIAL SALES

As well as assisting clients selling via auction, Cottons have a specialist Estate Agency team dedicated to marketing properties for sale on the open market via private treaty. Covering the whole of Birmingham we at Cottons are tailored to provide superior marketing methods and offer an extensive and diverse service to assist any client, regardless of their situation.

For a no obligation market appraisal and for further information of the service we provide, please contact our Estate Agency Manager, Dan O'Malley.

0121 247 4747
domalley@cottons.co.uk

Cavendish House, 359 - 361 Hagley Road,
 Edgbaston, Birmingham, B17 8DL

www.cottons.co.uk



LOT 23

Freehold Town Centre Redevelopment Opportunity

*Guide Price: £90,000 - £97,000

59-60 Tower Street, Dudley, West Midlands DY1 1ND

Property Description:

A substantial Grade II Listed Town Centre premises providing potential for residential redevelopment and comprising of a pair of three storey terraced houses with a connected workshop premises having vehicular access directly off Tower Street. The property directly fronts the pavement and is partly of traditional brick construction with pitched tile clad roof with single storey workshop premises to the rear. Tower Street leads off Stone Street which in turn is connected to High Street.

Planning

The property provides potential for residential redevelopment. Listed Building Consent was granted by Dudley Council (Ref: P07/2122) and dated 27th February 2008 to convert a listed building into four apartments and the erection of a new apartment block containing 6 No. apartments and the demolition of single storey rear buildings. Whilst some works have commenced, we understand that planning has now lapsed and all interested parties should discuss the current planning status and any proposals which they may have for the property with the local planning department at Dudley Council prior to bidding.

Accommodation:

Front Building

Ground Floor: 91.93sq.mtrs (989sq.ft) with Three Rooms, Hallway, Toilet and Kitchen

First Floor: 148.55sq.mtrs (1,599sq.ft) with Six Rooms

Second Floor: 94.01sq.mtrs (1,012sq.ft) with Four Rooms

Total Gross Internal Area: 334.49sq.mtrs (3,600sq.ft)

Rear Building: Vehicular gated access to side yard and Former Factory/Workshop Premises: 345.49sq.mtrs (3,719sq.ft) with small rear garden

Important Note

The property is in a state of disrepair and all parties viewing must do so with utmost caution. Neither the seller nor the Auctioneers accept any liability for any injury or harm caused.

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

Viewings: Via Cottons - 0121 2472233



Cottons

CHARTERED SURVEYORS

We are now on Facebook and Twitter!

For the latest Estate Agency Instructions and news when auction catalogues have been released,

then 'like' us  on Facebook

follow us  on Twitter @CottonsCS.



LOT 24

Leasehold Investment
 *Guide Price: £56,000 - £64,000

Flat 11 Jaffray Court, 52 Gravelly Hill North, Erdington, Birmingham, West Midlands B23 6BB

Accommodation:

A two bed roomed second floor flat forming part of a three storey purpose built block set back from Gravelly Hill North behind lawned communal gardens.

The property benefits from having UPVC double glazing, electric storage heating and newly fitted modern kitchen. Jaffray Court is located off Jaffray Road which is located off Gravelly Hill North (A5127). The property is currently let on an Assured Shorthold Tenancy Agreement producing a rental of £550 pcm (£6,600 per annum)

Ground Floor

Communal Entrance with secured door entry system giving access to stairs

Second Floor

Entrance Hallway, Lounge, Kitchen, Two Bedrooms and Bathroom having panelled bath with electric shower over, wash basin and WC

Outside:

Lawned communal gardens and communal parking area

Lease Information

Term 99 years from 25 March 1971

Ground Rent £75 rising to £300

Service Charge Refer to Legal Pack

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

Viewings – Via Cottons – 0121 247 2233



LOT 25

Freehold Investment
 *Guide Price: £78,000 - £83,000

54 Tew Park Road, Handsworth, Birmingham, West Midlands B21 0TR

Property Description:

A traditional mid terraced house of brick construction surmounted by a pitched tile clad roof, benefiting from UPVC double glazed windows, gas fired central heating and three bedrooms. Tew Park Road forms part of a traditional residential area and is situated directly between Boulton Road (A4040) and Nineveh Road. The property is conveniently within approximately one third of a mile distance from Soho Road (A41) which provides direct access to a wide range of local retail amenities and services.

The property is currently let on an Assured Shorthold Tenancy at a rental of £500 per calendar month (£6,000 per annum).

Ground Floor

Porch, Front Reception Room, Rear Reception Room, Kitchen with a range of modern fitted units, Bathroom with modern corner suite comprising panelled bath, wash basin and wc, Veranda/Utility Area

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double), Cloak Room with wc and wash basin, Bedroom Three (single)

Outside:

Front: Small walled foregarden.
 Rear: Small yard, shared pedestrian rear access and a separate garden.

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 26

The Wheatsheaf, Bromyard Road, Whitbourne, Worcester, Worcestershire WR6 5SF



Property Description:

An attractive public house prominently situated fronting Bromyard Road on the edge of the small village of Whitbourne, occupying a corner plot which includes a substantial rear garden and a separate car parking extending to a total site area of approximately 0.66 acres (0.267 hectares).

The property comprises of a ground floor public house and restaurant with living accommodation to the first floor and is of two storey stone construction with rendered elevations, surmounted by a pitched tile clad roof and constructed circa 1760. The public area provides well laid out accommodation and includes a wealth exposed timbers and stonework.

The village of Whitbourne is located in eastern Herefordshire on the borders of Worcestershire within the Teme Valley and the property is situated within approximately five miles to the east of Bromyard, ten miles east of Leominster and ten miles west of Worcester.

Planning

The Public House may be suitable for a variety of alternative uses including conversion to residential accommodation/dwelling house. The property is situated adjacent to a modern residential development which was constructed in 2007 and the land to the rear of the public house may be suitable for future redevelopment. All interested parties should contact the local planning department at Malvern Hills District Council prior to bidding to discuss the current planning status of the property.

along with any proposals for alternative use/redevelopment.

Accommodation

Ground Floor

Porch Entrance, U Shaped Bar and Lounge Area: 85.81sq.mtrs (923sq.ft), Dining Room: 27.71sq.mtrs (287sq.ft), Garden Room: 20.84sq.mtrs (224sq.ft), Lobby with access to the living accommodation and kitchen area, Ladies and Gents Toilets, Kitchen: 25.48sq.mtrs (274sq.ft), Preparation Room/Pantry: 11.31sq.mtrs (121sq.ft), Boiler Room: 13.61sq.mtrs (146sq.ft), Cellar: 18.08sq.mtrs (194sq.ft)

First Floor

Stairs and Landing, Lounge, Kitchen, Three Double Bedrooms, Bathroom with bath, wash basin and wc

Outside:

Small forecourt with pedestrian side access to rear comprising patio/terrace, amenity land and beer garden which abuts a small river known as Sapey Brook to the Northern boundary. A separate tarmac car parking area for approximately 20 vehicles which is located on the adjacent side of the road. The rear land is accessed from Bromyard Road (A44) turning in to the road adjacent to the public house and through a gated entrance onto the site.

Total Site Area: 0.66 acres (0.267 hectares) approximately

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons – 0121 247 2233



Freehold Public House with Vacant Possession
*Guide Price: **£240,000 - £250,000**



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



LOT 27

Freehold Vacant Possession

*Guide Price: £90,000 - £98,000

27 Drayton Road, Bearwood, Smethwick, West Midlands B66 4AJ

Property Description:

A traditional two storey mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, set back behind a paved foregarden and benefiting from alluminium framed double glazed windows, gas fired central heating but requiring modernisation and cosmetic improvement throughout.

The property forms part of a popular and established residential area containing a range of similar housing and Drayton Road is situated directly between Sandon Road (B4182) and Poplar Road and the property is conveniently within approximately 300 mtrs distance from Bearwood Road shopping centre which contains a wide range of amenities and services.

Accommodation:

Ground Floor

Porch, Front Reception Room, Rear Reception Room, Kitchen, Utility Room

First Floor

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

Outside:

Front: Paved foregarden, shared pedestrian entry access to rear

Rear: Paved yard/garden and brick store

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 28

Freehold Vacant Possession

*Guide Price: £100,000 - £110,000

69 St. Marys Road, Bearwood, Smethwick, West Midlands B67 5DH

Property Description:

A traditional two storey mid terraced house of brick construction surmounted by a pitched replacement tile clad roof, set back from the road behind a walled foregarden and requiring modernisation and improvement throughout.

St Marys Road is situated in the centre of Bearwood and forms part of a very popular residential area leading directly off Bearwood Road which provides access to a wide range of retail amenities and services.

Accommodation:

Ground Floor

Porch, Entrance Hall, Front Reception Room, Rear Reception Room, Kitchen, Rear Lobby, Shower Room with shower cubicle, wash basin and wc.

First Floor

Stairs and Landing, Bedroom One (double), Bedroom Two (double)

Outside:

Front: Walled foregarden

Rear: Paved patio area and lawned garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 29
Freehold Vacant Possession
 *Guide Price: £230,000-£250,000

78 Bromwich Road, Worcester, Worcestershire, WR2 4AW

Property Description:

An extended spacious detached five bedroomed bungalow, set back from the road behind a block paved foregarden, allowing for off-road parking for numerous vehicles and access to garage and surmounted by an inter-locking hipped tile clad roof.

The property benefits from having spacious accommodation, including five Bedrooms, two with en-suite shower rooms, Lounge/Dining Room, contemporary Breakfast Kitchen and Family Bathroom.

The property further benefits from having UPVC double glazing, gas-fired central heating and is offered in presentable condition throughout. The property is located within St Johns and is within approximately 1.2 miles of Worcester City Centre.

Accommodation:

Recessed Porch, Entrance Hallway, Lounge/Dining Room, Breakfast Kitchen, Bedroom One with En-suite shower room, having shower cubicle, wash basin and wc, Bedroom Two with En-suite shower room, having shower cubicle, wash basin and wc,

Bedroom Three, Bedroom Four, Bedroom Five/Office, Family Bathroom having panelled whirlpool bath, wash basin and wc. Utility/Storeroom.

Outside:

Front: Block paved foregarden allowing for off-road parking for numerous vehicles and access to garage.

Rear: Patio area, lawned garden and outside store (previously used as a Dog Grooming Salon), having large sink with shower above, work surface, inset sink with water heater along with a range of cupboards and store.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

Please Note : Completion will be six weeks from Exchange of Contracts.



LOT 30

186-210 New Road, Rubery, Birmingham, B45 9JA



Property Description:

A Freehold indoor market hall, part income-producing and with potential to improve the rental income through active management, with potential for alternative uses or re-development.

The property is currently developed to provide a modern, single storey building, comprising a shop, café and indoor market hall, arranged to provide an entrance, with display cabinets at the sides, many stalls for letting and a children's play area. The café has its own toilet facilities, whereas the remainder of the occupiers have shared use of toilets and a kitchen.

The main building is of steel framed construction, with predominantly brickwork cladding and a flat roof.

The property is located approximately 9 miles south west of Birmingham City Centre, in the suburb of Rubery, approximately 2 miles north east of Junction 4 of the M5 Motorway.

The property is located behind shops, within the main retail area of New Road, Rubery, close to a Co-op foodstore and also close to one of the centres main car parks.

Whilst capable of continued operation as a thriving indoor market, it is considered the property has latent re-development potential for retail, medical, residential, leisure or community based uses, subject to statutory consents.

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

Shop: 25.8 sq m (278 sq ft)
Market Hall: 182.5 sq m (1,964 sq ft)
Café:- Dining Area: 47.6 sq m (513 sq ft)
Kitchen: 14.7 sq m (158 sq ft)
Total Net Internal Area: 270.6 sq m (2,913 sq ft)

Tenancies/Licences:

We are informed by the Vendor that the premises are currently let or occupied and produce rental income, as follows:

Balloon Stall & Party Planner Stall: £42 per week
Nail Bar & Beauty Salon: £50 per week
Florist Stall: £40 per week
Pet Supplies Stall: £40 per week
Sweet Stall: £25 per week
Children's Clothes Stall: £40 per week
Café Area: £100 per week
Children's Play Area: £65 per week (Average)
Front Shop Area: £100 per week
Glass Cabinet Rental: £50 per week (Average)
Ride on Machines: £20 per week (Average)
Electricity Cards: £20 per week (Average)

**TOTAL GROSS INCOME,
PER WEEK: £592**

**TOTAL GROSS INCOME,
PER ANNUM: £30,784**

We are informed the property has planning permission to hold outdoor Markets on Wednesdays and Saturdays and to-date this facility has not been exploited.



Freehold Commercial Investment Property with Re-development Potential

*Guide Price: £140,000 - £155,000



The business has grown significantly during the course of the last few months and this has resulted in a more vibrant Market, generating improved rental income. However, it is considered that there is potential to further improve on the figures stated above, through a policy of continued active management.

Interested parties should note that, due to the nature of the business, occupation and income flows from the units are inherently transient, so that the figures stated above, whilst correct at the time of publication, have the potential to alter prior to completion of the sale.

For full Licence and Tenancy details, please refer to the Legal Pack.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

LOT 31

Leasehold Vacant Possession

*Guide Price: £23,000 - £27,000

Flat 1, 78 Persehouse Street, Chuckery, Walsall, WS1 2AR

Property Description:

A one bedroom self-contained studio/bedsit forming part of a traditional style semi-detached house of brick construction surmounted by a replacement tile clad roof. The property benefits from having UPVC double glazing and electric heater. Persehouse Street is situated off Broadway North and is located within approximately one quarter of a mile distance from Walsall Town Centre.

Accommodation:

Ground Floor

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

Leasehold Information

Term : 99 years from 25th March 2005
Ground Rent : Refer to legal pack
Service Charge : Refer to legal pack

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 32

Freehold Land with Potential

*Guide Price: £90,000 - £100,000

Former Bowling Green & Allotment, Church Road, Weobley, Hereford, Herefordshire HR4 8SE

Property Description:

A parcel of freehold land roughly rectangular in shape, currently grassed and previously used as a bowling green and allotment garden. The land is situated to the rear of the former Red Lion Public House and has a wide frontage to Church Road. Church Road leads off Bell Square and the property is situated within the historic and picturesque black and white village of Weobley containing a wide range of amenities including local shops, pubs and restaurants. Weobley is renowned as a popular tourist centre and conveniently located for access to both Leominster being within 7 miles distance and the City of Hereford being within 9 miles distance.

Total Site Area: 0.38 acres (0.15 hectares) approx.

Planning: The land may offer potential for future development and all interested parties should discuss any proposals for the site with the local planning department at Herefordshire Council on 01432 260 000

Viewings: External Only

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

Note: The site plan below is for identification only. Please refer to the Legal Pack for the exact site boundaries.



LOT 33
Freehold Vacant Public House
 *Guide Price: £55,000 - £60,000+VAT

The White Hart Public House, 43 Roundwell Street, Tunstall, Stoke-on-Trent, Staffs ST6 5JJ
Property Description:

A detached two storey public house of brick construction surmounted by a pitched tile clad roof, situated fronting Roundwell Street at the junction with Ladywell Road and forming part of a predominantly residential area which contains a mix of traditional and modern housing.

The property benefits from a side driveway which leads to a gated rear yard containing a detached double garage. The property requires some cosmetic improvement if it is to continue to be used as a public house or alternatively may be suitable for alternate uses subject to obtaining appropriate planning consents.

The property forms part of the Tunstall area of Stoke-On-Trent and Roundwell Street leads directly off High Street (A50) which provides access to local amenities and services.

Accommodation:
Ground Floor

Public Bar: 42sq.mtrs (452sq.ft), Bar Servery, Cellar, Ladies and Gents Toilets,

Living Accommodation
Ground Floor

Lounge and Kitchen

First Floor

Lounge, Two Bedrooms and Bathroom

Outside:

Driveway providing off road parking, secure rear yard with detached brick built garage

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233


Cottons
 CHARTERED SURVEYORS

MAILING LIST

We are currently updating our mailing list so,
if you require a catalogue for our next auction on

THURSDAY 3rd DECEMBER 2015

at Aston Villa Football Club, Aston Villa, Birmingham.

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

LOT 34

Freehold Investment
*Guide Price: £70,000 - £76,000

29 Dawson Avenue, Bilston, West Midlands WV14 9BJ

Property Description:

A semi detached house of brick construction surmounted by a hipped interlocking tile clad roof, benefiting from UPVC double glazed windows and external doors, gas fired central heating, three good sized bedrooms and off road car parking.

The property is situated in a cul-de-sac located off Pugh Road which leads off Mount Road and which in turn leads off Birmingham New Road (A4123). The property is currently let on an Assured Shorthold Tenancy at a rental of £460 per calendar month (£5,520 per annum).

Accommodation

Ground Floor

Reception Hall, Lounge, Kitchen with a range of modern fitted units, Bathroom with panelled bath having electric shower over, vanity wash basin and wc

First Floor

Stairs and Landing, Three Bedrooms

Outside:

(Front) Block paved forecourt providing off road parking

(Rear) Pedestrian side access to a garden with block built store

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



LOT 35

Freehold Investment
*Guide Price: £52,000 - £57,000

31 Lupin Road, Dudley, West Midlands DY2 7NR

Property Description:

A semi detached house having rendered elevations, surmounted by a slate clad roof and benefitting from Upvc replacement windows and gas fired central heating.

Lupin Road leads off Bunn's Lane and forms part of a residential area known as Kate's Hill and the property is conveniently within approximately three quarters of a mile distance from Dudley Town Centre.

The property is currently let on an Assured Shorthold tenancy at a rental of £425 pcm (£5,100 per annum).

Accommodation

Ground Floor

Entrance Hall, Lounge, Kitchen, Rear Entrance Hall, Bathroom and wc

First Floor

Stairs and Landing, Two Double Bedrooms

Outside:

(Front) Foregarden with pedestrian side access to rear

(Rear) Yard and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



--- Legal Documents Online ---



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

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

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

Loans, mortgages & finance.

Residential
mortgages

Tracey Bailey



Secured
loans

Nick Jones



Buy-to-let
and
commercial
mortgages

Irene Thomas



All
together
now.

Bridging
finance

Chris Baguley



Auction
finance

Scott Hendry



**If you liked us as Auction Finance,
you're going to love us as Together.**

As a group, we've been lending for over 40 years and we're able to help with bridging finance, residential mortgages, secured loans, commercial and buy-to-let mortgages.

There's a new name and still the same expert knowledge available in person at auctions up and down the country. Good property doesn't hang around, so neither will we when it comes to securing your funding. People, not computers make our lending decisions. It's just common sense.

**For fast, flexible auction finance call
the auction team on 0161 933 7155
For other products visit togethernessmoney.com**

For professional use only.

Together is a trading style of Auction Finance Limited. Auction Finance Limited is registered in England and Wales -
Company Registration Number 04949929. Registered office address: Lake View, Lakeside, Cheadle, Cheshire SK8 3GW.

together.TM

LOT 36

Freehold Vacant Shop with Investment Income from Flat Above

*Guide Price: £140,000-£155,000

41 Watford Road, Cotteridge, Birmingham, B30 1JB



Property Description:

A freehold three-storey end of terrace building, providing a vacant shop at ground floor level with a self-contained flat above, arranged over the first and second floors which is let to produce a useful rental income.

The property is located within Cotteridge Village which is a thriving and vibrant shopping area, represented by a healthy mix of multiple and independent retail occupiers.

The property is located approximately 6 miles south of Birmingham City Centre, on the western side of Watford Road (A4040), close to its junction with Pershore Road (A441) with this Junction forming the heart of Cotteridge Village.

The main building is of traditional three-storey solid brickwork construction with a pitched slate roof. There is a two-storey rear wing building to the rear of similar construction, as well as a further single-storey extension to the rear of the shop, with a flat roof.

The ground floor shop provides a retail area and ancillary kitchen and toilet accommodation and is considered suitable for continued retail use, or possibly for office, restaurant or take-away use, subject to statutory consents.

The flat above is self-contained, being approached via a tunnel entry and is let by way of an Assured Shorthold Tenancy to produce useful rental income.

The property is likely to be of interest to private investors as well as owner occupiers.

Ground Floor

Retail Area: 36.9 sq m (398 sq ft)

Kitchen: 5.0 sq m (53 sq ft)

Toilet with one wc

First Floor

Landing with store, Living Room (Front), Breakfast Room (Middle - Potential Bedroom), Kitchen and Bathroom/Toilet with bath, wash basin and wc.

Second Floor

Landing, Bedroom (Front), Attic Room/Bedroom (Rear)

Outside:

Forecourt and rear yard, approached via side tunnel entry.

Tenancy Details

We are informed by the Vendor that the living accommodation, arranged over the first and second floors, is let by way of an Assured Shorthold Tenancy, producing a current rent of £490 per calendar month (£5,880 per annum).

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233

LOT 37

Leasehold Vacant Possession

*Guide Price: £14,000 - £18,000

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

Property Description:

A one bedroom purpose built flat situated on the second floor of a five storey development known as Stockton Court and accessed by way of a driveway leading off Mason Street. The property benefits from part uPVC double glazed windows along with a lock up garage and is in need of refurbishment and modernisation. Mason Street leads directly off Birmingham New Road (A4123) and the property is located approximately two miles distance to the north of Dudley Town Centre.

Accommodation:

Ground Floor

Communal Entrance and Stairs to:

Second Floor

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

Outside:

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

Leasehold Information:

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

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 247 2233



LOT 38

Residential Freehold Ground Rent

*Guide Price: £14,000 - £18,000

484 Barrows Lane, Sheldon, Birmingham, West Midlands B26 3BH

Property Description:

A freehold ground rent secured upon a traditional semi detached house of brick construction, surmounted by a hipped tile clad roof and set back from the road behind a mature foregarden.

The property is located in the suburb of Sheldon and forms part of a popular and established residential area.

The property is subject to a long lease for a term of 99 years from 1st January 1936 expiring on 1st January 2035 at a Ground Rent of £5 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



LOT 39

Residential Freehold Ground Rent

*Guide Price: £14,000 - £18,000

488 Barrows Lane, Sheldon, Birmingham, West Midlands B26 3BH

Property Description:

A freehold ground rent secured upon a traditional semi detached house of brick construction, surmounted by a hipped tile clad roof and set back from the road behind a mature foregarden.

The property is located in the suburb of Sheldon and forms part of a popular and established residential area.

The property is subject to a long lease for a term of 99 years from 1st January 1936 expiring on 1st January 2035 at a Ground Rent of £5 per annum.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Not Applicable



LOT 40

Long Leasehold Vacant Flat (980 Years Unexpired)

*Guide Price: £115,000 - £125,000

Apartment 3 Houndsfield Farmhouse, Houndsfield Lane, Wythall, Birmingham, B47 6LS



Property Description:

A two bedroomed Apartment, forming part of a converted farmhouse of brick construction surmounted by a tiled roof set back from the road behind communal gardens and tarmacadam covered car park allowing for allocated off road parking. The flat benefits from having UPVC double glazing gas fired central heating and is offered for sale in presentable condition. The property is located off Houndsfield Lane, which in turn is found off the Alcester Road.

Accommodation:

Ground Floor

Communal Entrance with secure door entry system giving access to stairs

First Floor

Lounge, Kitchen, Bathroom having Panelled Corner Bath, Wash Basin and WC.

Bedroom One (Double) Bedroom Two (Double) with walk in wardrobe and en-suite shower room having shower room wash basin and WC .

Outside:

Lawned Communal Gardens and tarmacadam covered with one allocated parking space.

Leasehold Information

Term : 999 Years from 1st January 1996

Ground Rent: One Peppercorn

Service Charge: Refer to Legal Pack

Viewings:

Via Cottons – 0121 247 2233

Legal Documents:

Available at www.cottons.co.uk



LOT 41

Freehold Regulated Tenancy Investment

*Guide Price: £120,000 - £128,000

59 Rock Road, Olton, Solihull, West Midlands B92 7LD

Property Description:

A traditional semi detached house of two storey brick construction surmounted by a hipped tile clad roof, set back from the road behind a block paved forecourt which provides off road car parking. The property is well maintained by the current tenants and benefits from mostly UPVC double glazed windows and gas fired central heating.

Rock Road forms part of a popular residential area and leads directly off Pierce Avenue which in turn leads off Richmond Road and provides access to Warwick Road (A41). The property is located within approximately one mile distance from Acocks Green Shopping Centre and three miles to the north west of Solihull Town Centre.

The property is let on a Regulated Tenancy at a Registered Rent of £66 per week (£3,432 per annum) effective from 13th May 2014.

Accommodation:

The accommodation details have been obtained from the rent registration document and comprise:

Ground Floor

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

First Floor

Stairs and Landing, Three Bedrooms and Bathroom with wc

Outside:

Front: Block paved forecourt providing off road car parking, pedestrian side access to Rear: Paved patio and garden

Legal Documents:

Available at www.cottons.co.uk

Viewings: Via Cottons - 0121 2472233



planning
permission
building
plans
building
surveys

Go to our website at
www.tyler-parkes.co.uk



Contact Alan Tyler or Glenda Parkes on

0121 744 5511
info@tyler-parkes.co.uk

thetylerparkespartnership
Architecture | Town planning | Design

ONE OF OUR PLANNERS WILL BE AVAILABLE TO GIVE
ADVICE AT THE AUCTION BETWEEN 11.30am and 1.30pm

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

Birmingham Investors...

Want to increase your knowledge
& skills in
Property Investing?

pin
property
investors
network

We highly recommend you attend the Property Investors Network meeting on **Thursday 15th Oct 2015** at the Crowne Plaza, NEC, Birmingham. The meeting will provide you with up-to-date information on the ever changing property market, whilst increasing your knowledge & skills in property investment.

- Meet & network with fellow investors
- Share strategies, knowledge & experiences
- Meet with Brokers, Solicitors & new contacts

Come & join us
7pm 3rd Thursday of
every month

Usually **£20** to attend however we have organised complimentary entry for you to attend. Just go to www.birminghampin.co.uk enter "cottons" in the voucher code box.

Want details of other meetings?

- Just go to : www.pinmeeting.co.uk

LOT 42

Freehold Vacant Possession

*Guide Price: £90,000 - £98,000

19 Hereford Walk, Marston Green, Birmingham, West Midlands, B37 5PJ



Property Description:

A modern two storey semi detached house of brick construction surmounted by a pitched interlocking tile clad roof, pleasantly situated overlooking public open space which contains a brook and woodland and benefiting from UPVC double glazed windows, gas fired central heating, three bedrooms, generous gardens and a garage providing off road car parking.

The property forms part of the popular Marston Green Village and Hereford Walk leads directly off Liverpool Croft which in turn leads off Cambridge Drive. The property is located within approximately half a mile distance from Marston Green Centre which contains a wide range of retail amenities and a railway station and is within approximately three miles distance from Birmingham International Airport, The National Exhibition Centre and the M42 Motorway (junction 6)

Accommodation:

Ground Floor

UPVC Double Glazed Porch, Reception Hall, Front

Reception Room, Dining Room, Kitchen with a range of wooden fronted units including built in oven and hob, pantry cupboard

First Floor

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

Outside:

Front: Lawned foregarden extending to the side, pedestrian side access to rear, paved patio, lawned garden and a garage accessed from a rear service yard.

Legal Documents:

Available at www.cottons.co.uk

Viewings:

Via Cottons - 0121 2472233



Fast property finance with DMI makes you a winner

DMI Finance, THE fast independent experts in property finance. We're helping Property Investors, Landlords and Property Developers find the finance they need, fast.

We're experts in Bridging Finance, Commercial, Residential and Buy-to-Let Mortgages, Auction Finance and Property Insurance.

See us at today's auction

Get in touch today for a fast response to your requirements

Call us on 01249 652 939

Email info@dmifinance.com

Or Visit www.dmifinance.com

dmfi independent experts in **property finance**

Suite 6, Forest Gate, London Rd, Chippenham, Wiltshire, SN15 3RS

See us on LinkedIn and Twitter



Cottons

CHARTERED SURVEYORS

PROPERTY SALES

Tel: 0121 247 4747

HAMBLETON ROAD, HALESOWEN



- Modern Semi Detached Family Home • EPC Rating: C (69)
- Three Good Bedrooms • Conservatory • Garage

Offers in the region of £209,900

BERNARD ROAD, EDGBASTON



- Developed Terrace Home • EPC Rating: D (68)
- Four Bedrooms • Two Reception Rooms • First Floor Bathroom

Offers in the region of £184,900

NASH SQUARE, PERRY BARR



- Three Storey Mid Terrace Townhouse • EPC Rating: D (56)
- Flexible Accommodation Setup • Currently Two Bedrooms, Three Reception Rooms • Block Paved Driveway

Offers in the region of £119,900

BELLE VALE, HALESOWEN



- Modern First Floor Apartment • Highly Regarded Area & Development
- Two Bedrooms • Allocated Parking for Multiple Vehicles in Tandem

Offers in the region of £112,500

CARDINAL CLOSE, EDGBASTON



- Two Bedrooms • Ground Floor Apartment • Open Plan Living Room Diner
- Allocated Parking Space • EPC Rating: C (81)

£104,950

EYMORE CLOSE, SELLY OAK



- Spacious Detached Family Home • EPC Rating: E (52) • Four Double Bedrooms
- Two Reception Rooms • Good Size Integral Garage with Remote Operated Door

Offers in the region of £414,900

SYDENHAM ROAD, SMETHWICK



- Development Opportunity • Land with Planning Consent for 6 Terraces & 2 Semi Detached Homes • Planning Application No. DC/13/56600 Granted 24th April 2014
- Includes Spacious Three Bedroom End Terrace Home
- EPC Rating for 82 Sydenham Road: D (59)

Offers in the region of £259,900

DOBBS MILL CLOSE, SELLY PARK



- Two Bedroom End Terrace Home • Attractive Rear Park Views
- First Floor Bathroom • EPC Rating: D (67) • Double Glazing and Combi Gas Central Heating

Offers in the region of £149,950

BRISTNALL HALL LANE, OLDBURY



- Traditional Semi Detached Family Home • EPC Rating: E (44)
- Three Bedrooms • Open Plan Living Dining Room • No Upward Chain

Offers in the region of £154,900

OLIVE AVENUE, WOLVERHAMPTON



- Modern Semi Detached Property • EPC Rating: B (82)
- Under 10 Year Build Zone Warranty • Three Bedrooms
- Tenant in Situation Paying £575pcm

Offers in the region of £119,900

BENNETT STREET, LOZELLS



- First Floor Maisonette • EPC Rating: D (60)
- Two Bedrooms on Two Storeys • Re-Fitted Kitchen
- No Upward Chain

Offers in the region of £74,900

PERRY BARR LOCKS, PERRY BARR



- Former Lock and Keepers Cottage on Tame Valley Canal
- Converted into Three Self Contained Flats • Rental Income of £16,200 per annum
- Grade II Listed • EPC Ratings: Flat 1 - D (58); Flat 2 - E (43); Flat 3 E (51)

Offers in the region of £229,900

Cottons Chartered Surveyors, Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL.

Preliminary Announcement

For Sale by Public Auction 22nd October 2015



74 – 104A Valley Road, Cradley Heath, West Midlands, B64 7LR

A Freehold Neighbourhood Shopping Parade Investment comprising of 8 retail shops and 9 self-contained flats producing a total rental income of £92,504 per annum.

Property Description:

A substantial neighbourhood parade comprising 8 ground floor retail shops with 9 self-contained flats over forming part of a predominantly three storey block fronting Valley Road with service road car parking area along with residents car park and loading area to the rear.

Tenancy Information:

Retail Units:

Arranged as five single and one triple retail unit fully let on full repairing and insuring Leases for varying terms producing a total rental income of £49,424 per annum.

Residential Flats:

Eight flats are let on Assured Shorthold Tenancies producing a total rental income of £43,080 per annum and one flat is included in the Lease for Unit 88.

Total Rental Income: £92,504.

Guide Price: £750,000 - £800,000

Definition of Guide Price:

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

All interested parties should contact the Joint Auctioneers Cottons Ref: Andrew Barden on 0121 247 2233 or abarden@cottons.co.uk to register their interest.

Auction Venue:

Radisson Blu Portman Hotel, 22 Portman Square, London WYH 7BG



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

Acuitus Auctioneers

In conjunction with **Cottons Chartered Surveyors**

0121 247 2233



Cottons
CHARTERED SURVEYORS



Lot 2

Energy Performance Certificate

The EPC for this property was commissioned on 15th September 2015

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

Lot 10



Lot 12



Lot 13



Lot 15



Lot 16



Lot 16



Lot 18



Lot 21

Energy Performance Certificate

The EPC for this property was commissioned on 29th September 2015

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

Lot 21A



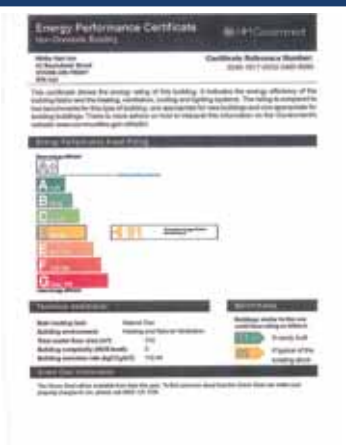
Lot 23



Lot 26



Lot 30



Lot 33

Energy Performance Certificate

The EPC for this property was commissioned on 25th September 2015

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

Lot 36

PROXY BID FORM / TELEPHONE BID FORM

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

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

payment details and also for information relating to the contract and legal packs for your required lots, as you will be required to sign a copy of the contract 24 hours prior to the auction.

Upon receipt of your instruction to set up either a Telephone or a Proxy Bid you will be sent a copy of the relevant contract and the Auctioneers administration fee documentation to be signed.

TYPE OF BID

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

BIDDER INFORMATION

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

SOLICITOR INFORMATION

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

BIDDER INFORMATION

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

DEPOSIT

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

TERMS & CONDITIONS

The form is to be completed in full, signed and returned to Cottons Chartered Surveyors, Cavendish House, 359 - 361 Hagley Road, Edgbaston, Birmingham, B17 8DL. Tel: 0121 247 2233, no later than 24 hours prior to the Auction date.

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

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

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

The Proxy/Telephone bidder appoints the auctioneer as agent and authorises the auctioneer to bid with his absolute discretion.

The auctioneer will not bid on proxy bids beyond the maximum authorised bid. Any amendment to the bid must be made in writing prior to the auction, or placed into the hands of the auctioneer on the day of the auction.

The Maximum bid price on proxy bids must be an exact figure.

Telephone bids - Cottons will attempt to contact the bidder approximately 5-10 minutes prior to the Lot being auctioned. In the event of non-connection or break down of the telephone link, Cottons accept no liability whatsoever and will not be held responsible for any loss, costs or damages incurred by the bidder.

Cottons make no charge for the Proxy/Telephone bid service and reserve the right not to bid on behalf of any telephone/proxy bid for any reason whatsoever, and give no warranty, or guarantee and accept no liability for any bid not being made.

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

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

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








In association with
Cottons
CHARTERED SURVEYORS




Pi-Property Insurance
SPECIALIST INSURANCE FOR PROPERTY PEOPLE

The Complete Insurance Solution for your Property Portfolio

-  **Bespoke policy wording, tailored to suit your needs**
-  **All Risks' Cover***
-  **In House Claims Team**
-  **Speedy claims settlements**
-  **Chartered Broker of the Year 2014**

*subject to certain underwriting criteria

Telephone: 01789 761660
www.pi-propertyinsurance.co.uk

1 Arrow Court, Adams Way, Alcester, Warwickshire, B49 6PU

Pi-Property Insurance is a trading name of Morrison Edwards Insurance Services Ltd, Authorised and Regulated by the Financial Conduct Authority (FCA), Registered Office as above, Registered in England No. 3755087

Sale Memorandum

Date

Name and address of **seller**

Name and address of **buyer**

The **lot**

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

Deposit paid

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

We acknowledge receipt of the deposit _____

Signed by the **buyer**

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

The **buyer's** conveyancer is

Name

Address

Contact

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

(Edition 3 August 2009) Reproduced with the consent of the RICS No responsibility for loss occasioned to any person acting or refraining, from auction as a result of the material included in this publication can be accepted by the author or publisher. © Royal Institution of Chartered Surveyors August 2009

A1 Introduction

A1.1 Words in bold blue type have special meanings, which are defined in the Glossary.
A1.2 The **catalogue** is issued only on the basis that **you** accept these **auction conduct conditions**. They govern **our** relationship with **you** and cannot be disappplied or varied by the **sale conditions** (even by a **condition** purporting to replace the whole of the Common Auction Conditions). They can be varied only if **we** agree.

A2 Our role

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

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

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

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

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

A3 Bidding and reserve prices

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

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

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

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

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

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

A4 The particulars and other information

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

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

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

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

A5 The contract

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

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

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

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

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

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

A5.5 The deposit:

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

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

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

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

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

G1. The lot

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

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

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

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

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

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

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

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

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

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

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

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

G2. Deposit

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

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

G2.2 The deposit

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

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

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

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

G3. Between contract and completion

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

- (a) produce to the **buyer** on request all relevant insurance details;
 - (b) pay the premiums when due;
 - (c) if the **buyer** so requests, and pays any additional premium, use reasonable endeavours to increase the sum insured or make other changes to the policy;
 - (d) at the request of the **buyer** use reasonable endeavours to have the **buyer's** interest noted on the policy if it does not cover a contracting purchaser;
 - (e) unless otherwise agreed, cancel the insurance at **completion**, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the **buyer**; and
 - (f) (subject to the rights of any tenant or other third party) hold on trust for the **buyer** any insurance payments that the **seller** receives in respect of loss or damage arising after the **contract date** or assign to the **buyer** the benefit of any claim; and the **buyer** must on **completion** reimburse to the **seller** the cost of that insurance (to the extent not already paid by the **buyer** or a tenant or other third party) for the period from and including the **contract date** to **completion**.
- G3.2 No damage to or destruction of the **lot** nor any deterioration in its condition, however caused, entitles the **buyer** to any reduction in **price**, or to delay **completion**, or to refuse to complete.
- G3.3 Section 47 of the Law of Property Act 1925 does not apply.
- G3.4 Unless the **buyer** is already lawfully in occupation of the **lot** the **buyer** has no right to enter into occupation prior to **completion**.

G4. Title and identity

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

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

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

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

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

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

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

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

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

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

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

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

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

G5. Transfer

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

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

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

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

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

G6. Completion

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

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

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

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

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

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

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

G7. Notice to complete

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

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

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

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

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

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

G8. If the contract is brought to an end

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

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

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

G9. Landlord's licence

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

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

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

G9.4 The **seller** must:

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

G9.5 The **buyer** must:

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

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

G10. Interest and apportionments

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

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

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

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

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

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

G11 Arrears

Part 1 Current rent

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

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

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

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

Part 2 Buyer to pay for arrears

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

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

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

Part 3 Buyer not to pay for arrears

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

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

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

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

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

G12. Management

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

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

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

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

G13. Rent deposits

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

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

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

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

G14. VAT

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

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

G15. Transfer as a going concern

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

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

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

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

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

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

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

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

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

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

G16. Capital allowances

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

respect of the **lot**.

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

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

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

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

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

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

G17. Maintenance agreements

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

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

G18. Landlord and Tenant Act 1987

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

G18.2 The **seller** warrants that the **seller** has complied with sections 58 and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

G19. Sale by practitioner

G19.1 This **condition** G19 applies where the sale is by a **practitioner** either as **seller** or as agent of the **seller**.

G19.2 The **practitioner** has been duly appointed and is empowered to sell the **lot**.

G19.3 Neither the **practitioner** nor the firm or any member of the firm to which the **practitioner** belongs has any personal liability in connection with the sale or the performance of the **seller's** obligations. The **transfer** is to include a declaration excluding that personal liability.

G19.4 The **lot** is sold:

(a) in its condition at **completion**;

(b) for such title as the **seller** may have; and

(c) with no title guarantee; and the **buyer** has no right to terminate the contract or any other remedy if information provided about the **lot** is inaccurate, incomplete or missing.

G19.5 Where relevant:

(a) the **documents** must include certified copies of those under which the **practitioner** is appointed, the document of appointment and the **practitioner's** acceptance of appointment; and

(b) the **seller** may require the **transfer** to be by the lender exercising its power of sale under the Law of Property Act 1925.

G19.6 The **buyer** understands this **condition** G19 and agrees that it is fair in the circumstances of a sale by a **practitioner**.

G20. TUPE

G20.1 If the **special conditions** state "There are no employees to which **TUPE** applies", this is a warranty by the **seller** to this effect.

G20.2 If the **special conditions** do not state "There are no employees to which **TUPE** applies" the following paragraphs apply:

(a) The **seller** must notify the **buyer** of those employees whose contracts of employment will transfer to the **buyer** on **completion** (the "Transferring Employees"). This notification must be given to the **buyer** not less than 14 days before **completion**.

(b) The **buyer** confirms that it will comply with its obligations under **TUPE** and any **special conditions** in respect of the Transferring Employees.

(c) The **buyer** and the **seller** acknowledge that pursuant and subject to **TUPE**, the contracts of employment between the Transferring Employees and the **seller** will transfer to the **buyer** on **completion**.

(d) The **buyer** is to keep the **seller** indemnified against all liability for the Transferring Employees after **completion**.

G21. Environmental

G21.1 This **condition** G21 only applies where the **special conditions** so provide.

G21.2 The **seller** has made available such reports as the **seller** has as to the environmental condition of the **lot** and has given the **buyer** the opportunity to carry out investigations (whether or not the **buyer** has read those reports or carried out any investigation) and the **buyer** admits that the **price** takes into account the environmental condition of the **lot**.

G21.3 The **buyer** agrees to indemnify the **seller** in respect of all liability for or resulting from the environmental condition of the **lot**.

G22. Service Charge

G22.1 This **condition** G22 applies where the **lot** is sold subject to **tenancies** that include service charge provisions.

G22.2 No apportionment is to be made at **completion** in respect of service charges.

G22.3 Within two months after **completion** the **seller** must provide to the **buyer** a detailed service charge account for the service charge year current on **completion** showing:

(a) service charge expenditure attributable to each **tenancy**;

(b) payments on account of service charge received from each tenant;

(c) any amounts due from a tenant that have not been received;

(d) any service charge expenditure that is not attributable to any **tenancy** and is for that reason irrecoverable.

G22.4 In respect of each **tenancy**, if the service charge account shows that:

(a) payments on account (whether received or still then due from a tenant) exceed attributable service charge expenditure, the **seller** must pay to the **buyer** an amount equal to the excess when it provides the service charge account;

(b) attributable service charge expenditure exceeds payments on account (whether those payments have been received or are still then due), the **buyer** must use all reasonable endeavours to recover the shortfall from the tenant at the next service charge reconciliation date and pay the amount so recovered to the **seller** within five **business days** of receipt in cleared funds; but in respect of payments on account that are still due from a tenant **condition** G11 (**arrears**) applies.

G22.5 In respect of service charge expenditure that is not attributable to any **tenancy** the **seller** must pay the expenditure incurred in respect of the period before **actual completion date** and the **buyer** must pay the expenditure incurred in respect of the period after **actual completion date**. Any necessary monetary adjustment is to be made within five **business days** of the **seller** providing the service charge account to the **buyer**.

G22.6 If the **seller** holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund:

(a) the **seller** must pay it (including any interest earned on it) to the **buyer** on **completion**; and

(b) the **buyer** must covenant with the **seller** to hold it in accordance with the terms of the **tenancies** and to indemnify the **seller** if it does not do so.

G23. Rent reviews

G23.1 This **condition** G23 applies where the **lot** is sold subject to a **tenancy** under which a rent review due on or before the **actual completion date** has not been agreed or determined.

G23.2 The **seller** may continue negotiations or rent review proceedings up to the **actual completion date** but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the **buyer**, such consent not to be unreasonably withheld or delayed.

G23.3 Following **completion** the **buyer** must complete rent review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the **seller**, such consent not to

be unreasonably withheld or delayed.

G23.4 The **seller** must promptly:

(a) give to the **buyer** full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and

(b) use all reasonable endeavours to substitute the **buyer** for the **seller** in any rent review proceedings.

G23.5 The **seller** and the **buyer** are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.

G23.6 When the rent review has been agreed or determined the **buyer** must account to the **seller** for any increased rent and interest recovered from the tenant that relates to the **seller's** period of ownership within five **business days** of receipt of cleared funds.

G23.7 If a rent review is agreed or determined before **completion** but the increased rent and any interest recoverable from the tenant has not been received by **completion** the increased rent and any interest recoverable is to be treated as **arrears**.

G23.8 The **seller** and the **buyer** are to bear their own costs in relation to rent review negotiations and proceedings.

G24. Tenancy renewals

G24.1 This **condition** G24 applies where the tenant under a **tenancy** has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.

G24.2 Where practicable, without exposing the **seller** to liability or penalty, the **seller** must not without the written consent of the **buyer** (which the **buyer** must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.

G24.3 If the **seller** receives a notice the **seller** must send a copy to the **buyer** within five **business days** and act as the **buyer** reasonably directs in relation to it.

G24.4 Following **completion** the **buyer** must:

(a) with the co-operation of the **seller** take immediate steps to substitute itself as a party to any proceedings;

(b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the **tenancy** and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and

(c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed **tenancy**) account to the **seller** for the part of that increase that relates to the **seller's** period of ownership of the **lot** within five **business days** of receipt of cleared funds.

G24.5 The **seller** and the **buyer** are to bear their own costs in relation to the renewal of the **tenancy** and any proceedings relating to this.

G25. Warranties

G25.1 Available warranties are listed in the **special conditions**.

G25.2 Where a warranty is assignable the **seller** must:

(a) on **completion** assign it to the **buyer** and give notice of assignment to the person who gave the warranty; and

(b) apply for (and the **seller** and the **buyer** must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by **completion** the warranty must be assigned within five **business days** after the consent has been obtained.

G25.3 If a warranty is not assignable the **seller** must after **completion**:

(a) hold the warranty on trust for the **buyer**; and

(b) at the **buyer's** cost comply with such of the lawful instructions of the **buyer** in relation to the warranty as do not place the **seller** in breach of its terms or expose the **seller** to any liability or penalty.

G26. No assignment

The **buyer** must not assign, mortgage or otherwise transfer or part with the whole or any part of the **buyer's** interest under this **contract**.

G27. Registration at the Land Registry

G27.1 This **condition** G27.1 applies where the **lot** is leasehold and its sale either triggers first registration or is a registrable disposition. The **buyer** must at its own expense and as soon as practicable:

(a) procure that it becomes registered at Land Registry as proprietor of the **lot**;

(b) procure that all rights granted and reserved by the lease under which the **lot** is held are properly noted against the affected titles; and

(c) provide the **seller** with an official copy of the register relating to such lease showing itself registered as proprietor.

G27.2 This **condition** G27.2 applies where the **lot** comprises part of a registered title. The **buyer** must at its own expense and as soon as practicable:

(a) apply for registration of the **transfer**;

(b) provide the **seller** with an official copy and title plan for the **buyer's** new title; and

(c) join in any representations the **seller** may properly make to Land Registry relating to the application.

G28. Notices and other communications

G28.1 All communications, including notices, must be in writing. Communication to or by the **seller** or the **buyer** may be given to or by their conveyancers.

G28.2 A communication may be relied on if:

(a) delivered by hand; or

(b) made electronically and personally acknowledged (automatic acknowledgement does not count); or

(c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the **sale memorandum**) by a postal service that offers normally to deliver mail the next following **business day**.

G28.3 A communication is to be treated as received:

(a) when delivered, if delivered by hand; or

(b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a **business day** a communication is to be treated as received on the next **business day**.

G28.4 A communication sent by a postal service that offers normally to deliver mail the next following **business day** will be treated as received on the second **business day** after it has been posted.

G29. Contracts (Rights of Third Parties) Act 1999

No one is intended to have any benefit under the **contract** pursuant to the Contract (Rights of Third Parties) Act 1999.

**A full copy of the Common Auction Conditions including the Glossary can be found at:
www.rics.org/commonauctionconditions**



Our extensive
knowledge and expertise
developed over many
years enables us to provide
our clients with a
comprehensive range
of quality services



Cottons - the property specialists est 1924



Auction Department

Cavendish House
359 - 361 Hagley Road
Edgbaston
Birmingham
B17 8DL

t 0121 247 2233

f 0121 247 1233

auctions@cottons.co.uk

www.cottons.co.uk

Regulated by RICS

